

MEMORANDUM OF UNDERSTANDING

BETWEEN AND FOR

THE CITY OF FRESNO

AND

**INTERNATIONAL UNION OF OPERATING ENGINEERS,
STATIONARY ENGINEERS, LOCAL 39**

(Non-Supervisory Blue Collar - Unit 1)

FISCAL YEARS

2002 - 2004

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LEGEND

* * *	= deleted old language
[§ deleted]	= section/subsection deleted
[§§ deleted]	= two or more sections/subsections deleted
bold type	= new language

ARTICLE I

PREAMBLE

A. PURPOSE

This Memorandum of Understanding **and/or Collective Bargaining Agreement**, hereinafter referred to as Agreement, entered into by and between the City of Fresno, hereinafter referred to as the City, and the International Union of Operating Engineers, Stationary Engineers Local 39, hereinafter referred to as the * * * **Unit**, has as its purpose: the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other terms and conditions of employment, and the rendering of more efficient, progressive service to the public.

B. DEFINITIONS

Unless the particular provision or the context otherwise requires, and, except to the extent that a particular word or phrase is otherwise specifically defined in this Agreement, the definitions and provisions contained in Article 3 of Chapter 1, Sections 2-1501, 2-1601, 2-1801, and 2-1903 of the Fresno Municipal Code, **hereinafter FMC**, shall govern the construction, meaning, and application of words and phrases used herein. The definition of each word or phrase shall constitute, to the extent applicable, the definition of each word or phrase which is derivative from it, or from which it is a derivative, as the case may be.

C. GOVERNING LAWS

The legal relationship between the City and its employees, and the City and the * * * **Unit** is governed by * * * Government Code (Section 3500 et seq., commonly known as the Meyers-Milias-Brown Act), and Article 19 of Chapter 2 of the * * * **FMC**. In the event of any conflict between said laws and this Agreement, said laws shall govern.

ARTICLE II

EMPLOYEE RIGHTS

A. GENERAL

Employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including, but not limited to, wages, hours and other terms and conditions of employment. Employees shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City. No employees shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by an employee or an employee organization because of his exercise of any of these rights. No management employee or confidential employee shall act as a representative of any employee organization which represents employees other than management employees or confidential employees.

B. NONDISCRIMINATION

The provisions of this Agreement shall apply equally to and be exercised by all employees **consistent with state and federal nondiscrimination statutes which have been established in City policies * * ***.

C. REPRESENTATION RIGHTS

The * * * **Unit** agrees that all employees in the Non-Supervisory Blue Collar unit are guaranteed their rights as described in the * * * Meyers-Milias-Brown Act.

ARTICLE III

CITY RIGHTS

A. GENERAL

1. It is understood and agreed that the City of Fresno reserves and retains all its inherent managerial rights, powers, functions and authorities. The exclusive rights of the City include, but are not limited to, the right to
 - a. determine the mission of its constituent departments, divisions, commissions, and boards;
 - b. set standards of service and municipal fees and charges;
 - c. determine the procedures and standards of selection for employment, assignment, transfer, and promotion;
 - d. direct its employees;
 - e. take disciplinary action;
 - f. relieve its employees from duty because of lack of work or for other legitimate reasons;
 - g. maintain the efficiency of governmental operations;
 - h. determine the methods, means, and personnel by which government operations are to be conducted;
 - i. determine the content of job classifications;
 - j. take all necessary actions to carry out its mission in emergencies;
 - k. exercise complete control and discretion over its organization and the technology of performing its work.
2. Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the City, or in any way abridging or reducing such authority.
3. All City rights formerly or presently claimed by or vested in the City on the effective date of this Agreement, even though not specifically set forth in Section A above, are retained by the City unless clearly and explicitly modified or restricted in *** this Agreement; provided, that notwithstanding any provisions of * * * **this Agreement**, no City right shall be deemed waived, modified, or restricted unless such waiver, modification or restriction is explicitly and specifically approved by the Council.

ARTICLE IV

RECOGNITION

A. *** **UNIT** RECOGNITION

1. The City acknowledges the *** **Unit** as the recognized employee organization representing the *** **Unit**, and therefore, agrees to meet and confer in good faith promptly upon request by the *** **Unit** and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals, and to make every reasonable effort *** to reach agreement on *** **a successor Agreement** at least one week prior to the last regular Council meeting at which the City budget must be adopted for the ensuing fiscal year. In order that the meet and confer process may include adequate time for full consideration of the proposals of both parties and for resolution of any impasse, the City shall accept proposals from the *** **Unit** as early as March 1, **2004**.
2. There shall be no more than one revocation of representation election during the term of this Agreement.

[§ deleted]

B. RECOGNITION OF UNIT DESCRIPTION

The Non-Supervisory Blue Collar Unit consists of all employees holding a permanent **full-time** position, as defined in *** **FMC** Section 2-1601.1 (p) (4), in one of the classes listed in Exhibit 1 of any current salary resolution, or in such other class as may be added to the *** **Unit** in the manner designated in the *** **FMC**.

C. AUTHORIZED AGENTS

For purposes of administering the terms and provisions of this Agreement:

1. The City's principal authorized agent shall be the City Manager or duly authorized representative as provided for under *** **FMC** Section 2-1914 (address: 2600 Fresno Street, Fresno, California 93721).
2. The *** **Unit's** principal authorized agent shall be the Business Manager of Local 39 or duly authorized representative (address: 337 Valencia Street, San Francisco, California 94103; telephone: (415) 861-1135). The *** **Unit**

recognizes *** **FMC** Section 2-1914 and pursuant to such, agrees to meet and confer in good faith promptly upon reasonable request by the City and to continue every reasonable effort to reach agreement on matters within the scope of representation at least one week prior to the last regular Council meeting at which the City budget must be adopted for the ensuing fiscal year.

D. RECOGNITION OF MUTUAL OBLIGATION

The *** **Unit** and the City recognize and acknowledge their mutual obligation and responsibility to effectuate the purposes set forth **herein**, and to adhere **in good faith** to the **terms and** conditions *** set forth in this Agreement.

E. LOCKOUT AND STRIKE

1. No lockout of employees shall be instituted by the City during the term of this Agreement.
2. No strikes, or work stoppages by City employees, as defined in Section 2-1923 of the *** **FMC**, shall be caused, instigated, encouraged, condoned, participated in, or honored by the *** **Unit** or its members during the term of this Agreement.

F. *** **EXCHANGE OF INFORMATION**

Union Stewards - A written list of the Officers of the *** **Unit** and the Union Stewards with the specific areas they represent shall be furnished to the City immediately after their designation and the *** **Unit** shall notify the City promptly in writing of any changes of such Union Officers or Stewards.

City Information - On a regular basis, the City shall provide to the Unit a copy of amendments to the Administrative Order manual, new and amended salary resolutions, new and amended position authorization resolutions, job bulletins for classes in this Unit, and copies of new and revised class specifications prior to promulgation, of which such class specification copies shall serve as notice to the Unit relative to effects bargaining.

G. *** **UNIT BULLETIN BOARDS**

*** The Unit may use bulletin boards designated by the City to post materials related to Unit business (political advertisements shall not be considered Unit material). Any materials posted must be dated, initialed by the Unit representative responsible for the posting, and a copy of all materials posted

must be distributed to the department head or designee at the time of posting. The Unit agrees that nothing libelous, obscene, defamatory or of a partisan political nature shall be posted.

H. NOTICE FOR REQUEST OF LEAVE TO ATTEND MEET AND CONFER SESSIONS

The * * * **Unit** shall provide the City not less than two days prior notice when requesting leave with or without pay to attend meet and confer sessions. When two day's notice cannot be provided, notice shall be provided as soon as possible. This * * * **Section** shall not be interpreted to require the City to grant any such leave, but instead is intended to provide prior notice of requests for leave, so that the City may attempt to allow such leave with a minimum of interruption of schedules and operations.

I. ACCESS TO CITY FACILITIES

Access to City facilities shall be governed by the provisions of FMC 2-1921, as the same may be amended from time to time.

ARTICLE V

SCOPE OF REPRESENTATION **AND GRIEVANCES**

A. GENERAL

1. "Scope of Representation" means all matters relating to employer-employee relations, including, but not limited to wages, hours, and other terms and conditions of employment. Employee rights, as set forth in * * * **FMC** Section 2-1904, and City rights, as set forth in * * * **FMC** Section 2-1905(a), are excluded from the scope of representation.
2. The * * * **Unit** is the exclusive representative of all employees holding a **full-time** permanent position within those classes * * * **in the Unit**.
3. The * * * **Unit** shall accord fair representation in all matters to all employees in the * * * **Unit** without regard to whether the particular employee is a member of the * * * **Unit**. The duty of fair representation shall include but not be limited to all matters related to collective bargaining, discipline, contract administration, and grievance processing. Employees covered by this Agreement shall have all rights specified in Government Code Section 3502.5(b).
4. Upon request by the * * * **Unit**, and due to extraordinary circumstances specified in such request, a * * * **department director**, or such other persons whom * * * **the department director** shall designate, shall allow reasonable access by * * * **Unit** officers or their officially designated representatives for a limited time to job sites for the purposes of processing grievances or conducting business within the scope of representation, except as access is requested for purposes which are precluded by the last sentence of **FMC** Section 2-1921 * * *. Except as the granting of such requests shall unreasonably interfere with departmental operations or established safety or security requirements, such requests shall be granted.

B. GRIEVANCES

1. A grievance is a dispute concerning the interpretation or application of any existing City policy, practice, written rule or regulation governing personnel practices or working conditions, including this Agreement. A grievance involves the claimed misapplication or misinterpretation of a rule or regulation relating to an existing right or duty; it does not relate to the establishment or abolishment of a right or duty. This procedure shall not apply to any dispute for which there

is another established resolution procedure, including but not limited to, appeal to the Civil Service Board, Retirement Board, unfair employer-employee relations charge fact-finding procedure, or as outlined below.

Grievances regarding probationary demotions/terminations and disciplinary actions excluded from the Civil Service Board process, shall not proceed past Step 2 of the Grievance Procedure.

2. A written grievance must set forth the rule, regulation, policy, or practice claimed to have been violated, describe the specific incident or circumstances of the alleged violation, and specify the remedy sought **or it will be returned to the grievant for appropriate completion**. Any dispute between the parties as to the grievability of an issue or as to whether the requirements of this procedure have been met shall be presented to the Grievance Advisory Committee. The Committee shall rule on the dispute before proceeding with the hearing. The Committee will be bound by the agreement of the parties regarding timeliness.
3. The * * * **Unit** may **elect to represent or elect not to** represent employees covered by this Agreement on grievances under the grievance procedure.
4. Union Officers and *** **Stewards** designated under Article IV, Section **F** of this Agreement shall be excused without loss of compensation from their regular duties for such time as is necessary to attend and represent * * * **the grievant** at grievance hearings, beginning at the first level of * * * **the procedure**.
5. The procedure and sequence in filing and processing a grievance shall be as follows:

Step One

- a. The * * * **grievant and/or Unit** representative shall discuss the grievance with the * * * **grievant's** immediate supervisor **or designee** before a written grievance may be filed.
 - (1) If the grievance is not settled through this discussion, it either may be discussed with the next higher supervisor or a written grievance may be filed with the * * * **grievant's** immediate supervisor **or designee**. A written grievance must be filed, with a copy being sent to the **Unit and** Labor Relations Division, within twenty-one (21) calendar days from the time the * * * **grievant** becomes aware or should have become aware of the issue or incident giving rise to the problem.

- (2) Upon receipt of a written grievance, the immediate supervisor **or designee** shall give the * * * **grievant** a written reply within * * * **fourteen (14)** calendar days.

Step Two

- a. Should the * * * **grievant** not be satisfied with the answer received from * * * **grievant's** immediate supervisor **or designee**, the * * * **grievant** may within * * * **nine (9)** calendar days file an appeal to the * * * **department head or designee**. The * * * **department head or designee** shall have * * * **twenty-one (21)** calendar days after receipt of the appeal to review the matter, investigate and provide a written answer to the appeal explaining clearly * * * **the** decision or proposed action and reasons thereof. The * * * **department head or designee** may confer with the * * * **grievant** and appropriate supervisors in an attempt to bring about a * * * **mutually acceptable** solution.
- b. The City and * * * **the Unit** may mutually agree to waive steps one (1) and two (2) and proceed directly to hearing by the Committee when the issue is one over which the * * * **grievant's** supervisor **or designee**, or * * * **department head or designee** has no jurisdiction.

Step Three

- a. If the * * * **grievant** is not satisfied with the decision of the * * * **department head or designee**, * * * **the grievant** may, within seven (7) calendar days after receipt of the written reply, file a request for a review of the * * * **department head's or designee's** decision to the Grievance Advisory Committee.
- b. The City and * * * **the Unit** may agree to seek resolution of the grievance through mediation using the services of the State Mediation and Conciliation Service, prior to hearing by the Grievance Advisory Committee. Time limits for processing of the grievance are automatically extended for as long as mediation is in process.
- c. The Grievance Advisory Committee shall be comprised of three (3) members: one selected by the Grievant, one selected by the City and the chairperson. The chairperson may be chosen either by mutual agreement of the * * * **Unit** and the City, or by the "strike" method from a list of neutrals provided by the State Mediation and Conciliation Service. If the chairperson is selected by the strike method from the list

of neutrals provided by the State Mediation and Conciliation Service, then the Grievance Advisory Committee shall be comprised exclusively of the selected neutral.

Fees and expenses of the chairperson shall be paid half by the City and half by the * * * **Unit, or half by the grievant in the event the Unit elects not to represent the grievant**; provided, however, that the Grievance Advisory Committee may recommend that the City or the * * * **Unit, or the grievant in the event the Unit elects not to represent the grievant**, pay the total of such fees and expenses should it find that, but for the unreasonableness of that party's posture, the convening of the Committee would not have been necessary. The City and the * * * **Unit** shall select a chairperson within fourteen (14) calendar days of the receipt of a grievance requesting review by a Grievance Review Committee by the Labor Relations Division.

- d. From the date a grievance, otherwise meeting all criteria for the filing and processing of a grievance, reaches the Labor Relations Division, the Grievance Advisory Committee * * * **will attempt to convene** within * * * **thirty (30)** calendar days in order to hear the grievance.
- e. All time limits herein may be extended by mutual agreement of the parties.
- f. The Grievance Advisory Committee shall talk to the employees and the supervisor involved to set forth in writing the facts of the particular situation as objectively as possible and recommend a solution to the City Manager **or designee** within * * * **thirty (30)** calendar days of its last meeting.
- g. The City Manager **or designee** shall review the decision of the * * * **department head or designee** and recommendations of the Grievance Advisory Committee and * * * shall render a written decision to the * * * **grievant** within * * * **twenty-one (21)** calendar days after receipt from the Grievance Advisory Committee.
- h. Failure of the * * * **grievant** to file an appeal within the specified time limit for any but the first step of the procedure shall constitute an abandonment of the grievance process. Failure of the responsible supervisor or official of the City to render a decision within the specified time limit established by this procedure shall automatically move the

grievance to the next higher level for action, without any further action required of the * * * **grievant**.

C. USE OF HEARING OFFICER IN DISCIPLINARY ACTIONS INITIATED BY CITY

Use of a hearing officer in disciplinary actions shall be in accordance with * * * **FMC** Section 2-1663.1.

ARTICLE VI

DUES DEDUCTION

A. GENERAL

1. The City shall deduct the dues or benefit premiums, or both, upon proper authorization by an employee *** in the *** **Unit**.
2. If an employee in the *** **Unit** desires the City to deduct *** dues or benefit premiums from *** **the employee's** paycheck, a deduction authorization shall be made *** upon a Dues Deduction Authorization Card in the form specified in *** **FMC** Section 2-1919.
3. Pursuant to and in accordance with Section 3502.5 of the Government Code and all the provisions therein, the City and the *** **Unit** agree that on and after the effective date of ratification of this *** **Agreement** by the *** **Unit** and approval by the City Council, all employees newly hired into a position in a class in this Unit shall be required as a condition of continued employment to join the *** **Unit** or pay an agency shop fee in lieu thereof in the amount of the standard initiation fee, periodic dues, and general assessments of the *** **Unit**. The *** **Unit** shall neither require a nonmember of the *** **Unit** to make any payment to the Committee on Political Action (COPE), nor shall the *** **Unit** include as a part of the agency shop fee an amount to be used for political purposes.
4. All employees in this Unit shall be required to join the *** **Unit** or pay an agency shop fee in lieu thereof as provided in Subsection 3 above.
5. In the event an employee covered hereunder does not authorize deduction of either *** **Unit** dues or an agency shop fee from *** **the employee's** paycheck and does not make such payment directly to the *** **Unit**, the *** **Unit** shall provide a certification, signed by the Union President, to the City of such failure. Prior to such certification, the *** **Unit** shall notify the employee of its intent to provide certification to the City, and give the employee an opportunity to respond. Certification shall be on a form provided to the City. Such failure by an employee shall constitute grounds for termination by the appointing authority.
6. Exceptions to Subsections 3 and 4 above shall be as provided in Section 3502.5(a) of the Government Code. An employee claiming exemption shall

provide proof satisfactory to the City of such exemption, and shall contribute an amount equal to the agency shop fee to the United Way, CHAD, or the Red Cross. Proof of such contribution shall be required monthly. These provisions may be rescinded pursuant to the procedures provided in Government Code Section 3502.5(b).

7. Any disputes regarding the interpretation of this Section shall be resolved through the grievance procedure unless another established appeal procedure exists.

B. EXCEPTIONS TO DUES DEDUCTION AUTHORIZATION CARD

The member's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues deduction authorized. When a member is in a non-pay status for an entire pay period, no dues deduction shall be made from future earnings to cover that pay period, nor may the member be required to deposit, nor may * * * **the member** deposit with the **City** Controller, the amount which would have been deducted if the member had been in a pay status during that period. In the case of a member who is in a non-pay status during only a part of the pay period and whose salary is insufficient to cover other legal and required deductions, no dues deduction or deposit shall be made.

C. DUES DEDUCTION CHECK

1. The deduction check covering all such deductions shall be transmitted to:

Stationary Engineers, Local 39
839 **North** Fulton
Fresno, California 93728

Should the * * * **Unit** elect to have the deduction check transmitted to an address other than that set forth hereinabove, the * * * **Unit** shall so indicate by written notice delivered to the * * * **Accounting** Division, **Payroll**, of the Department of * * * Finance of the City. A copy of such notice shall also be delivered by the * * * **Unit** to the Labor Relations Division of the City. The City shall transmit the deduction check to the address specified in the notice, provided notice is received as provided above not less than fourteen (14) days prior to a scheduled transmittal.

2. The deduction check shall be made in favor of:

Stationary Engineers, Local 39

3. A deduction check will be transmitted at least monthly.
4. The City agrees to provide the * * * **Unit** with a computer * * * **disk (e.g., 3½ floppy)** that shows the total amount authorized for deduction from each member's check.
5. The City shall deduct, as part of dues deduction for those employees who voluntarily elect such additional deduction, an amount designated for the PEOPLE Fund and shall account for such additional deductions separately when each check is mailed to the * * * **Unit**.

D. DUES CHECK-OFF

Rules governing dues check-off are set forth in **FMC** Section 2-1919***, as amended in accordance with **Article VI**, * * * **Section A**, Subsection 3 * * *.

ARTICLE VII

*** * * COMPENSATION AND BENEFITS**

A. GENERAL

All economic benefits, provided by Council ordinance or formal Council resolution and not otherwise clearly and explicitly modified or restricted in this Agreement, shall be continued without alteration during the term of this Agreement.

[§§ deleted]

B. * * * SALARIES

1. Effective * * * **January 1, 2002**, salaries shall be increased by three percent (3%) * * * **as reflected** on Exhibit I.
2. Effective * * * **July 1, 2002**, salaries shall be increased by three percent (3%) * * * **as reflected** on Exhibit II.
3. Effective * * * **July 1, 2003**, salaries shall be increased by three percent (3%) * * * **as reflected** on Exhibit III.

[§§ deleted]

4. **The following salary realignment and classification conversions shall occur. Effective January 1, 2002, the five step monthly salary range for the class of Senior Heavy Equipment Operator (SHEO) shall be realigned and established as follows:**

Class Title	A	B	C	D	E
Senior Heavy Equipment Operator	3631	3813	4004	4205	4416

This five step monthly salary range shall serve as the base pay salary range used to calculate the salary increase detailed in Section B., Subsection 1. above, as reflected on Exhibit I.

- a. **The permanent employee occupying the position in the class of SHEO at the Wastewater Division shall be placed at “B” Step as shown in Subsection 4. above.**

The permanent employees occupying positions in the class of Heavy Equipment Operator (HEO) solely at the Street Maintenance Division shall be converted to the SHEO class with lead responsibilities required, and shall be placed at the “A” Step as shown in Subsection 4. above. Length of service for these converted employees includes the employee’s continuous service held in the HEO class prior to being converted to SHEO. It is expressly understood that any future recruitments conducted to fill vacant SHEO positions allocated solely to the Street Maintenance Division shall require the examination and testing of applicants on each and every type of heavy equipment used by the Street Maintenance Division, with selection based upon demonstration of overall proficiency on said division’s heavy equipment.

- b. **All permanent employees occupying the positions in the class of Construction Equipment Operator (CEO), who are at CEO Step “A”, shall be converted to the SHEO class with lead responsibilities required, and shall be placed at the “E” Step as shown in Subsection 4. above. Length of service for these converted employees includes the employee’s continuous service held in the CEO class prior to being converted to SHEO.**
- c. **All permanent employees occupying the positions in the class of CEO, who are at Step “B”, shall be converted to the SHEO class with lead responsibilities required, and shall be placed at the “D” step as shown in Subsection 4. above; however, their monthly salaries shall be Y-rated at their base monthly salary level existing at the time of the conversion, and shall continue until such time as the SHEO Step “D” meets/exceeds the Y-rated amount. Length of service for these converted employees includes the employee's continuous service held in the CEO class prior to being converted to SHEO.**
- d. **All permanent employees occupying positions in the class of CEO, who are at Step “C”, shall be converted to the SHEO class with lead responsibilities required, and shall be placed at the “A”**

step as shown in Subsection 4. above. Length of service for these converted employees includes the employees continuous service held in the CEO class prior to being converted to SHEO.

e. The CEO class shall be deleted from this Unit.

5. The following salary realignment shall occur, and entails folding animal trainer temporary assignment premium pay into base pay. Effective January 1, 2002, the five step monthly salary range for the classes of Senior Zoo Keeper and Zoo Keeper shall be realigned and established as follows:

Class Title	A	B	C	D	E
Senior Zoo Keeper	2330	2447	2570	2699	2834
Zoo Keeper	2114	2220	2332	2449	2572

This five step monthly salary range shall serve as the base pay salary range used to calculate the salary increase detailed in Section B., Subsection 1. above, as reflected on Exhibit I. It is expressly understood that associated with this action, employees occupying the classes noted above will be required to wear uniforms.

C. OVERTIME

1. * * * **All** authorized actual time worked over eight (8) hours (or over ten (10) hours in the case of an employee working a 4/10 program), or over forty (40) hours in any workweek or any authorized actual time worked on a regularly scheduled day off will be compensated at the applicable overtime rate. If an employee is required to work during* * * **the employee's meal** period, with the approval of the employee's supervisor, and if no alternate * * * **meal** period is taken, said time shall be compensated at the applicable overtime hourly rate of pay if the time worked exceeds that of * * * **the employee's normal schedule/shift.**
2. Employees called back into work without prior notice and after they have left the assigned work area for the day, shall receive pay for a minimum of two (2) hours at the applicable overtime rate unless such call-in precedes an employee's scheduled shift.

3. There shall be no pyramiding or duplication of overtime or premium rates. Employees' schedules shall not be changed solely for the purpose of avoiding the payment of overtime. * * *
4. In clarification of the above, it is the policy of the City that overtime work is to be discouraged. However, in case of emergency or whenever the public interest requires, the Chief Administrative Officer, or any department head **or designee** with respect to any employee in * * * **the department head's or designee's** department, may require an employee to perform overtime work. No employee, shall be entitled to compensation or compensating time off for overtime work unless such overtime work is approved as provided in this Agreement.
5. Excluding holidays, all employees shall be compensated for approved overtime work by additional pay as follows (refer to Article VII, Section * * * **G., Subsection 1.** for holiday overtime compensation):
 - a. Work performed in excess of eight hours on a regular workday and work performed on a Saturday which is a day off but not a holiday shall be compensated at one and one-half times the applicable hourly rate.
 - b. Work performed on a Sunday which is a regular day off shall be compensated for at twice the applicable hourly rate.
 - c. In computing an employee's entitlement to overtime pay under the foregoing rules when * * * **the employee's** regularly scheduled workweek consists of working days which are other than Monday through Friday, the employee's first scheduled day off in such workweek shall be deemed the Saturday and * * * **the employee's** second scheduled day off the Sunday of such workweek. The first scheduled day off in any such work week shall be deemed to be the first day in the calendar week following Sunday which is a regular day off.
 - d. The provisions of * * * **Subsections 5.a. through 5.c. above** shall not apply to any employee who works a regularly scheduled workday of ten hours during a regularly scheduled workweek of four days.
 - e. Overtime shall not be credited for units of overtime less than one-tenth of an hour, and fractional units of overtime less than one-tenth of an hour shall not accumulate.
 - f. All employees who work a regularly scheduled workday of ten hours during a regularly scheduled workweek of four days shall be compensated for approved overtime work by additional pay as follows:

- (1) Work performed in excess of ten hours in one day or on either or both of the first two scheduled days off in a workweek shall be compensated at one and one-half times the applicable hourly rate.
- (2) Work performed on the third scheduled day off in a workweek, shall be compensated at two times the applicable hourly rate.

D. COMPENSATORY TIME OFF (CTO)

[§ deleted]

1. **Effective the second pay period following Council approval of this MOU** at management's discretion, an employee may accrue CTO in lieu of cash payment for overtime hours worked. CTO may only be used for time off and may not be cashed out except upon separation from employment. * * * **However, in the last pay period of each fiscal year any unused CTO will be cashed out by the City at the employee's base rate of pay.**
2. The employee may accrue a CTO balance not to exceed forty (40) hours. Employees may **not** carry over their CTO balance from one fiscal year to another * * *.
3. Employees who have reached the maximum accrual (40 hours) shall be given cash payment for additional overtime hours worked until such balance has been reduced below the maximum allowable amount of forty (40) hours.
4. CTO shall be accumulated at the applicable straight time, time and one-half, or double time rate for the time worked.
5. The use of accumulated CTO shall be requested, and subject to approval, the same as is vacation. The time at which an employee shall take CTO shall be determined by the*** **department director or designee** with due regard for the wishes of the employee and particular regard for the needs of the service.
* * *

[§§ deleted]

E. PREMIUM PAY

This Section (i.e., Article VII, Section E) is effective July 1, 2002.

1. P.M. Hours Premium Pay * * *:

*** * * If one-half (½) or more of an employee's regularly scheduled shift hours fall between the hours of 5:00 p.m. and midnight, the night shift premium pay will be \$1.00 per hour for all actual hours worked that shift. If one-half (½) or more of an employee's regularly scheduled shift hours fall between the hours of midnight and 8:00 a.m., the night shift premium pay will be \$1.50 per hour for all actual hours worked that shift.**

Employees eligible for shift differential pay who work a 4/10 work week, must work five or more hours between the hours of 5:00 p.m. and 8:00 a.m. in order to be eligible for night shift differential pay.

2. * * * Height Work:

Employees * * * on specific assignment from management, working on poles, towers other than a tower erection, **or trees** at a height of * * * **50** feet or more * * * shall receive double * * * **their base** rate of pay for all * * * **actual hours** worked at such heights.

3. Standby Pay:

Employees may be assigned standby duty on a rotating basis at the discretion of management. An employee assigned standby duty will be required to carry a pager, and shall refrain from consuming alcohol or taking any substance which may impair the employee's ability to perform all required duties. Employees on standby duty are required to respond, and shall report to the work site within one hour of being paged. Standby pay for work week nights, from the end of the shift on the first day to the beginning of the shift on the following day, shall be \$16.00 for each night. Standby pay during an employee's scheduled days off, from the end of the last shift of the week to the beginning of the first shift of the following week, shall be \$72.00.

Time spent on standby duty shall not be considered hours worked, and standby pay shall not be included in the calculation of an employee's regular rate of pay under the Fair Labor Standards Act. In the event an employee on standby duty is required, and does report to the work site after leaving the assigned work

area for the day, *** **the employee** will be compensated as provided in Article VII, Section *** **C., Subsection 2.** of this Agreement.

4. *** **Certificates:**

*** **Certificate premium pay is not pensionable.**

- a. *** **Employees** in the class of Body and Fender Repairer/Leadworker, who possess a valid Master Collision Repair/Refinishing Technician Certificate, issued by the National Institute for Automotive Excellence, shall receive one hundred-sixty dollars (\$160) per month ***.
- b. *** **Employees** in the class of Bus Mechanic I/II/Leadworker, Fire Equipment Mechanic I/II/Leadworker, and Heavy Equipment Mechanic I/II/Leadworker, who possess a valid Master Heavy Duty Truck Technician Certificate, and Light Equipment Mechanic I/II/Leadworker, who possess a valid Master Automobile Technician Certificate, issued by the National Institute for Automotive Service Excellence, shall receive one hundred-sixty dollars (\$160) per month.
 - (1) **Employees in the class of Helicopter Mechanic/Helicopter Mechanic Leadworker shall receive one hundred-sixty dollars (\$160) per month for certification and equipment maintenance and support. The City will also provide \$250,000 in life insurance/death benefit coverage, solely for “off premises” flying to employees occupying the class of Helicopter Mechanic/Helicopter Mechanic Leadworker.**
- c. *** **Employees** in the class of Instrumentation Specialist, who possess a valid Electrical/Instrumentation Certificate issued by the California Water Environment Association, shall receive fifty dollars (\$50) per month for either a Grade I or II certificate, or seventy-five (\$75) per month for either a Grade III or IV certificate.
- d. *** **Employees** in the class of Sewer Worker II, who possess a valid Grade II Maintenance of Wastewater Collection Systems Technical Certificate issued by the California Water Environment Association, shall receive *** **twenty dollars (\$20)** per month. *** **Employees** in the class of Sewer Leadworker, who possess a valid Grade III Maintenance of Wastewater Collection Systems Technical Certificate or higher, shall receive **twenty-five dollars (\$25)** *** per month.

- e. **Employees in the class of Traffic Maintenance Worker II/Traffic Maintenance Leadworker who possess a valid Level 1 or higher Work Zone Traffic Safety Specialist Certificate and a valid Level III or higher Signs and Markings Specialist Certificate issued by the International Municipal Signal Association shall receive twenty-five dollars (\$25) per month.**
- f. ***** Employees** in the class of Wastewater Treatment Plant Mechanic I/II/ ***** Wastewater Treatment Plant Lead Mechanic**, who possess a valid Mechanical Technologist Certificate issued by the California Water Environment Association, shall receive fifty dollars (\$50) per month for either a Grade I or II certificate, or seventy-five dollars (\$75) per month for either a Grade III or IV certificate.

In addition to the above, employees in the class of Wastewater Treatment Plant Mechanic I/II/ Wastewater Treatment Plant Lead Mechanic, who possess a valid Water Treatment Operator or Water Distribution Operator Certificate issued by the State of California Department of Health Services, shall receive fifty dollars (\$50) per month.

- g. ***** Employees** in the class of Wastewater Treatment Plant Operator I/II/Senior **Wastewater Treatment Plan Operator**, who possess a valid Wastewater Treatment Plant Operator Certificate issued by the Department of Water Resources, State Water Resources Control Board, shall receive either fifty dollars (\$50) per month for a certificate which is one grade level above that required of their particular class, or seventy-five dollars (\$75) per month for a certificate which is two or more grade levels above that required of their particular class.

In addition to the above, employees in the class of Wastewater Treatment Plant Operator I/II/Senior Wastewater Treatment Plant Operator, who possess a valid Water Treatment Operator or Water Distribution Operator Certificate issued by the State of California Department of Health Services, shall receive fifty dollars (\$50) per month.

- h. It is expressly understood that positions and assignments eligible for this certificate pay will be determined solely at the discretion of management. **Employees** in the classes of Water System Operator I/III, who posses a valid Water Treatment Certificate issued by the State of California, Department of Health Services as a condition of

employment, shall receive either fifty dollars (\$50) per month for a certificate which is one grade level above that required of their particular class, or seventy-five dollars (\$75) per month for a certificate which is two or more grade levels above that required of their particular class.

5. **Camp Fresno Meals:**

In the event an employee * * * is assigned to work at Camp Fresno, or receives some other similar assignment, and during such assignment the City provides meals for the employee, the employee, at * * * **the employee's** option, may elect to receive a cash payment of \$15.00 per day in lieu of receiving the meals. This * * * **Subsection** shall not apply to employees assigned for periods in excess of one (1) week, or to any employee assigned a cabin with cooking facilities.

6. **Temporary Assignment To Perform Duties Of Absent Employees (Acting Pay):**

a. Whenever an employee holding a permanent position is absent from duty for any cause (**i.e., vacation, sick, holiday, CTO, injury leave, military leave, leave of absence without pay and training**), the appointing authority shall, if possible, temporarily assign to one or more employees in the same or higher class such of the work of the absent employee as cannot be deferred until * * * **the employee's** return. When such assignment is not practicable, the appointing authority of the absent employee may temporarily assign another employee in the same department or office holding a permanent position in a lower class to perform the duties of such absent employee. The employee so assigned shall be entitled to receive compensation attached to the higher position at the step closest to but not less than 3½% above * * * **the employee's** current step placement, if * * * **the employee's** class specifications do not require that * * * **the employee** perform said duties in the absence of the regularly assigned employee and if * * * **the employee** meets the conditions provided in this Section.

(1) Employees occupying the class of Waste Collector Leadworker who are temporarily assigned to perform the duties of an absent Waste Collector Supervisor shall receive the compensation attached to the "C" step for the class of Waste Collector Supervisor.

b. After any such employee has completed ten (10) full working days of service in a higher class pursuant to one or more such assignments, *

* * **the employee** shall thereafter be paid while so assigned to such higher class the rate of pay attached to such higher class. An employee who has held permanent status in the higher class prior to such assignment shall not be required to complete the qualifying period of service set forth above, and shall be paid for the entire duration of * * * **the employee's** assignment to the higher class at the rate of pay assigned to such higher class.

- c. No assignment under this Section shall be considered for qualifying service credit or any higher rate of pay unless such statement has been filed, and approved by the Chief Administrative Officer **or designee**. In the computation of qualifying service rendered, or the amount of the higher pay to which an employee may be entitled, on assignment hereunder, only full days or shifts of actual duty shall be included, and part days or shifts shall not be combined to make full days or shifts. Time on leave occurring during any assignment shall not be included in any such computation.
- d. **Temporary assignments described herein shall first be offered to the most senior and qualified employee and each successive most senior and qualified employee working on the same shift, schedule, crew, and/or section within a division until such temporary assignment is filled. Each such additional temporary assignment opportunity shall be offered on a rotating basis by implementing the aforementioned seniority/qualified criteria.**

7. Temporary Assignment Pay:

Depending on the assignment, the **temporary** assignment pay prescribed herein may be prorated for the time so assigned and worked. * * * **Temporary assignment** pay shall not be applied when an employee is on a leave of absence **for any reason (e.g., vacation, sick, holiday, CTO, injury leave, military leave, and leave of absence without pay)**. * * *

[§ deleted]

- a. Each Maintenance and Construction Worker in the Street Maintenance Division assigned to operate a street sweeper as part of a street maintenance project, **and who possesses the appropriate valid California Driver's License**, shall be paid for that time at the lowest step in the Street Sweeper Operator II salary range which is at least * *

* **five percent (5%)** above the employee's base rate of pay as a Maintenance and Construction Worker.

Each Maintenance and Construction Worker assigned to the Street Maintenance Division, Concrete **Crew * * * milling machine and paving machine as an assistant to the operator of said machinery** shall be paid * * * **five percent (5%)** above * * * **the employee's** base rate of pay while so assigned.

- b. Employees * * * **who perform** pesticide/herbicide spray function for right-of-way, landscape maintenance, or aquatic areas shall receive an additional two * * * percent **(2%)** of * * * **their** base hourly rate of pay for the actual time spent applying pesticide/herbicide * * * if they possess a valid Qualified Applicator Certificate **(Category B-Landscape Maintenance)** issued by the State of California, Department of Food and Agriculture. The City shall pay certificate renewal and maintenance fees.
- c. Each Parks Maintenance Worker I/II regularly assigned on a full-time, year-round basis to irrigation work shall receive an additional five (5) percent of * * * **their** base hourly rate of pay for each full pay period while so assigned.
- d. Each Utility Leadworker assigned to the Community Sanitation Division, Graffiti Abatement Section, shall be paid two (2) percent above * * * **their** base rate of pay while so assigned.

8. **Bilingual Certification Program:**

The bilingual certification program consists of a City administered examination process whereby employees may apply for a Summer and/or Winter bilingual examination, and if certified by the examiner, receive bilingual premium pay for interpreting and translating. Bilingual premium pay is not pensionable.

- a. **Bilingual certification examinations will be conducted two (2) times per year (Summer and Winter). During the examination noticing period, examination applications will be available at the Department of Personnel Services, Human Resources Division and City department personnel units.**

- (1) In order to qualify for the Summer examination, the application must be received by the Human Resources Division during the month of May, but no later than the last regular business day of May.
 - (2) In order to qualify for the Winter examination, the application must be received by the Human Resources Division during the month of November, but no later than the last regular business day of November.
 - (3) This bilingual certification program, and application deadlines are not appealable or grievable.
- b. Bilingual certification examinations are conducted for Cambodian, Hmong, Laotian, Sign, Spanish and Vietnamese languages.
- c. The bilingual premium pay rate for certified permanent employees is fifty dollars (\$50) per month, regardless of how many languages for which an employee is certified.
 - (1) Certified employees may interpret/translate for departments/divisions they are not assigned to, provided the requesting department/division has a demonstrated customer service related need, and has obtained approval from the certified employee's supervisor.
 - (2) Certified employees shall not refuse to interpret/translate while on paid status. Refusal shall result in appropriate disciplinary action. Certified employees may be assigned to any incident or investigation requiring their bilingual skills, and may be required to prepare written reports related to the incident or investigation. The objective of this policy will be to utilize department resources in the most efficient way possible.
 - (3) Except in the event of an emergency as determined by management, bilingual employees who are not certified shall not be required to interpret/translate.

F. HEALTH AND WELFARE

1. The City's sole obligation under the Health and Welfare * * * **Section shall be to pay the agreed upon** dollar amount per month per employee in accordance with the rules for full-time employees. The * * * **Unit** assumes full responsibility for the provision of Health and Welfare benefits **for all full-time employees** under this * * * **Section**. * * * **The Unit shall** provide the City with a **copy of the Unit health plan's annual report, including** a complete breakdown of the premium distribution and summary of benefits, **no later than May 31st of each year during the term of this Agreement** * * *.
2. * * * **Effective the first calendar month following Council approval, the City shall pay directly to the Unit's designated third-party administrator, the sum of \$500 per month per employee for the purpose of providing a health plan for the City's full-time employees.**

[§§ deleted]

3. * * * **The Unit shall designate its third-party administrator in writing to the Labor Relations Division and the Department of Finance, Payroll Section, and the City shall pay directly to the Unit's designated third-party administrator, the amounts agreed to in Section F, Subsection 1, above.**
4. **In the event the premium established by the third-party administrator during the term of this MOU is greater than the City's agreed maximum contribution, the employee will be required to contribute the amount necessary to make up the difference through payroll deductions. In the event the City agrees to contribute an amount higher than the \$500 established herein on behalf of any other recognized bargaining unit, the City agrees that it will reopen the meet and confer process on this item upon request by the Unit solely in fiscal years 2002 and 2003. This meet and confer is not subject to FMC Section 2-1916.**
5. **At any time during the term of this Agreement, the Unit may exercise the option of returning to the Fresno City Employees Health and Welfare Trust, subject to the conditions established by the Trust Board.**

G. LEAVES

This Section (i.e., Article VII, Section G.) is effective July 1, 2002.

1. Holidays:

- a. Except as may be modified in this Section, Holidays shall be governed by * * * **FMC** Section 2-1513:
- " January 1
 - " The third Monday in January
 - " The third Monday in February
 - " The last Monday in May
 - " July 4
 - " The first Monday in September
 - " November 11
 - " Thanksgiving Day in November
 - " The Friday after Thanksgiving Day in November
 - " December 25
 - " Employee's Birthday
 - " Two Personal Business Days (8 hrs. credited to holiday balance on July 1 and 8 hrs. credited on January 1)
 - " Any day or part of a day declared by the Council, by ordinance or resolution, to be a holiday.
- b. If January 1st, July 4th, November 11th, or December 25th falls upon a Sunday, the Monday following will be observed as the holiday, in lieu of Sunday.
- c. All employees will receive eight hours compensation for the above holidays with the following exceptions:
- (1) For work performed on a holiday which is a scheduled work day, an employee shall receive * * * **the employee's regular salary (i.e., base pay rate)** * * * for the hours worked on that day, **and will be credited with eight hours of holiday**. For employees on a 4/10 work schedule, ten (10) hours work on a holiday, which is a * * * **scheduled** workday, shall **receive the employee's regular salary (i.e., base pay rate) for the hours worked on that day, and will be credited with eight hours of holiday** * * *.
 - (2) When a holiday falls on a regularly scheduled day off, employees * * * will be credited with eight hours of * * * **holiday**.
 - (3) In addition to the holiday credit in * * * **Subsection (2)**, above, employees who are called in or scheduled to work a holiday, which is their regularly scheduled day off, will be compensated at

time and one-half for a minimum of two hours, or for actual hours worked, whichever is higher.

- (4) Employees who are absent from duty on leave without pay or suspension without pay on the day prior to a holiday will not receive compensation for the holiday, unless they actually work the holiday. This * * * **Subsection** shall not apply to employees who are on leave without pay as a result of the unavailability of work.
- (5) To be eligible for a holiday (including the two personal business days), the employee shall be on paid status at the end of * * * **the employee's** shift before the recognized holiday.
- d. Employees * * * may request payment for any holiday leave balance * * *.
- e. Holiday leave may be taken in increments of less than 8 hours.
- f. If any employee in this Unit is required to and does work on * * * **the employee's** birthday, or * * * **the employee's** birthday falls on a holiday or any regular day off, eight hours shall be credited to the employee's holiday leave balance on the first * * * **pay period** following * * * **the employee's** birthday.
- g. Employees of the Solid Waste Management Division will not be required to work on Thanksgiving, Christmas, or New Year's Day.

2. Sick Leave:

- a. **Sick Leave Accrual - Employees shall accrue sick leave at the rate of eight (8) hours for each completed calendar month of employment, with unlimited accumulation. Administrative Order 2-20, Sick Leave Policy, shall no longer apply to members of this Unit. Instead, Attendance Policy, Addendum I incorporated into this MOU by reference shall apply, as well as the FMC, City administrative orders, policies, procedures, rules and regulations concerning leave usage and administration. In the event of any conflict, the provisions of Addendum I, Attendance Policy, shall apply. Employee Plan 1 and/or Plan 2 sick leave balances shall be merged/combined into a single sick leave account.**

[§§ deleted]

- b. Family Sick Leave - Employees may be allowed up to * * * **48**-hours of accumulated sick leave per fiscal year for Family Sick Leave. The purpose of this benefit is to allow an employee * * * the time to care for members of * * * **the employee's** immediate family * * *. Family Sick Leave may be used for the actual care of or arrangement for the care of family members who are ill and cannot care for themselves, or to take family members to routine medical or dental appointments. Employees are encouraged to schedule routine medical and/or dental appointments outside of regular work hours when possible. Use of Family Sick Leave shall be authorized and recorded by a department head or designee.

[§ deleted]

3. Vacation Leave:

Employees accrue vacation leave hours for each completed calendar month of employment as reflected in the table below. Employees with less than 20 years of continuous employment are allowed to accrue 240 hours of vacation leave, and employees with 20 years or more of continuous employment are allowed to accrue 320 hours of vacation leave.

Years of Continuous Employment	Accrual Rate (hrs./mo.)
Less than 5	8
More than 5 but less than 10	8.667
More than 10 but less than 20	10
More than 20	13.334

H. **UNIFORMS**

The system for providing and maintaining uniforms for all employees in this * * * **Unit**, where applicable, shall be maintained for the duration of this Agreement. The cost of

the uniforms shall be shared by the City and employees as specified in * * * **Administrative Order 3-6.** * * *

I. **PARKING RATES**

* * * **Parking** rates for employees in the downtown area will be \$15.00 per month for general parking and \$20.00 per month for an Official Vehicle Permit, as * * * **referenced** in the * * * Administrative * * * **Orders**, which from time to time may be amended.

J. **WORKERS' COMPENSATION**

1. Notwithstanding the provisions of the FMC Section 2-1515, an employee * * * who suffers an injury in the course and scope of City employment shall receive 85% of * * * full wages or salary from the City, beginning on the fourth day of such absence, unless hospitalized on the first day for at least 24 hours, or unless the absence exceeds 14 days, in which case, the employee shall receive the pay provided in this * * * **Section** from the first day. Except as modified herein, the provisions of FMC Section 2-1515 shall apply.
2. In the event City pay is not provided during the first three days of absence due to such injury, the employee may, at * * * **the employee's** option, take sick leave for that period.

K. **HOURS OF WORK AND SCHEDULES**

1. **General:**

- a. The workweek for * * * **the City** begins on Monday at 12:01 a.m. and ends the following Sunday at midnight. **The workday starts at 12:01 a.m., and ends 24-hours later at midnight. The standard/normal workweek work schedule is a 5/8 consisting of five-(5) days of eight-(8) hours each, excluding a meal period.**

[§ deleted]

- b. Work schedules **(includes days off and meal periods)** are established by individual departments/divisions, **solely at management's discretion**, based upon the need to provide service to the public, * * * other City departments, **and/or other operational efficiency requirements. If requested by either party, the City and**

the Unit agree to meet and consult prior to implementation of new work schedules.

[§ deleted]

- c. Employees shall receive a one (1) hour or a one-half (½) hour meal period, without pay, each day and a fifteen (15) minute paid rest period during the first half of the workday and a second fifteen (15) minute paid rest period during the second half of the workday. ***** Meal periods** and rest periods are scheduled by departments/divisions according to the needs of the department/division. The City retains the exclusive right to control the use of City-paid break periods, ***** and exclusive control of** the use of City vehicles ***** at all times.**
- d. Employees whose duties require it shall be allowed a reasonable amount of time for a personal clean-up period prior to the end of each work shift.
- e. ***** With 72-hours *** notice *** to affected employees, departments/divisions may temporarily modify an employee's regular schedule to address special service needs, employee training and/or cross-training, and backlog and/or workload concerns.** Said ***** temporary modification** shall not result in the loss of night shift ***** premium pay.**

2. Daylight Savings Hours:

At the ***** Unit's** request the City agrees to meet and confer regarding changes in working hours during daylight savings time *****.** Any employee ****** regularly scheduled to work, and who does work a shift during which a change from Pacific Standard time to Pacific Daylight time, or vice versa, occurs, will be paid for actual hours worked at the applicable hourly rate.

3. Alternate Work Schedules:

- a. **Department directors or designees shall be solely responsible for determining and designating divisions/units/sections/specific job classes within their respective departments that may implement variations to the standard/normal work schedule. A minimum of 30-days written notice shall be provided to affected employees, the Labor Relations Division and Local 39.**

- b. **Alternative work schedules may be necessary in order to provide minimum staffing, and/or based upon the service needs of the public/other City departments, and/or other operational efficiency requirements. It is expressly understood that position assignments, by classification, staffing levels, work schedules, meal periods, and days off are determined solely by management, and are subject to change based on, and including but not limited to, varying workload, the additional of authorized staffing, and department operational and service needs.**
- (1) **If established, employees shall select a 5/8 or 4/10 work schedule according to department/division selection processes. Absent sufficient selections, management will assign employees to a 5/8 or 4/10 work schedule, or combination thereof.**
- (2) **Except for emergencies, employees working a 4/10 schedule, or who have days off other than Saturday and Sunday, shall schedule all medically-based appointments on off duty time.**
- c. **The hours for employees working a 5/8 shall consist of five (5) eight hour days with two (2) consecutive days off, except for employees occupying the classes of Waste Collector II and Waste Collector Leadworker who shall have two (2) days off. The hours for employees working a 4/10 shall consist of four (4) ten hour days with three (3) days off, of which two (2) of the days off will be consecutive. Scheduling of days off shall be determined by management.**
- d. **Departments/divisions may discontinue alternative work schedules at any time if it is determined by management that they detrimentally effect operations and services. Thirty (30) days advance notice shall be given in writing to affected employees, the Labor Relations Division and Local 39. The decision to discontinue alternative work schedules is not appealable or grievable. If departments/divisions discontinue alternative work schedules established under this Subsection, employees will revert to 5/8 standard/normal work schedules as determined by management.**

- e. **Except as detailed in the Subsection below, applicable Unit Agreement provisions, Salary Resolution, FMC, and Administrative Orders concerning alternative work schedule (i.e., 4/10) limitations on overtime, holidays, leave accrual and usage, sick leave accrual and usage, and night shift premium pay shall govern.**
 - (1) **An employee on a 4/10 work schedule who is off on a holiday, which is a regularly scheduled workday, shall receive eight (8) hours pay for the holiday, and may elect to take two (2) hours vacation, holiday, or CTO for a full ten (10) hours pay, or may elect to receive two (2) hours leave without pay (LWOP). Absent an employee request or election, division payroll will deduct the two (2) hours from available vacation, holiday, or CTO balances prior to any deductions for LWOP.**

L. PERSONNEL MATTERS

1. Personnel Files:

- a. **The Human Resources Division, under the direction of the Director of Personnel Services, shall maintain the official personnel file for each employee. Each employee may review, or authorize in writing its review by a designated representative, subject to reasonable rules and regulations, and receive a copy of all material placed in either the employee's official file or departmental file. If an employee disagrees with the content of a document placed in either file, it shall be the right of the employee to submit a response to the Director of Personnel Services to be attached to the document in question and included in the appropriate file. Personnel files are considered confidential and access is limited.**
- b. **Documents, including performance evaluations, retained in the employee's departmental file shall be forwarded to the employee's new department if the employee transfers, promotes, or demotes. The file should be forwarded to Human Resources when the employee leaves City service.**

- c. **Inquiries regarding employment references shall be administered in accordance with existing City policies.**

2. Employee Performance Evaluations:

- a. Each City department shall have the right to conduct employee performance appraisals on a department-wide basis for all employees at the discretion of the appointing authority.
- b. Prior to implementing an annual employee performance evaluation, departments will discuss the proposed evaluation form and policy with * * * **the Unit.**
- c. An employee who disagrees with a performance evaluation may within fourteen (14) calendar days from the date of the performance evaluation:
 - (1) Write a rebuttal statement for attachment to the performance evaluation form; and/or
 - (2) Request further review with the supervisor of the reviewer, but in no case higher than the department head **or designee.**
- d. Requests for review of employee performance evaluations are not subject to the grievance procedure.
- e. It is understood that evaluations for non-probationary employees are not to take the place of disciplinary/corrective actions as outlined in Administrative * * * **Order 2-14.**

3. Transfer Requests Within a Department:

An employee in this Unit, who desires a transfer to another position with the same job classification within the employee's department, shall request such transfer on a form provided by the department. Transfer requests may be submitted twice a year in January and June. All such forms shall be maintained in the administrative division of the department and shall be reviewed when the filling of vacancies occurs. An employee who has requested a transfer to such a vacancy, and who meets the requirements of the vacancy, shall be considered for the transfer along with all the names from an eligible list provided by the Department of * * * **Personnel Services.** If a transfer is made, then the employee must remain in the position 18 months before being considered for another lateral transfer.

a. Definitions

- (1) For purposes of this Section, transfers within a department shall mean the transfer of a permanent full-time City employee from one authorized position to another authorized position. Authorized positions are those positions allocated to a department in the Position Authorization Resolution.
- (2) Whenever a vacancy is filled by a transfer of a current permanent full-time City employee within a department, and two or more employees possess and exhibit the same degree of knowledge and skill within their class and specific duties performed, as determined by the City, the transfer shall be given to the employee with the greatest seniority in the class. In the event the seniority is the same in the class, the assignment shall be given to the employee with the greatest seniority in City service.
- (3) Seniority in the class means an employee's length of continuous service as a permanent employee in the present class.
- (4) Transfers within a department specifically exclude provisional appointments, temporary acting assignments in a higher class or appointments to limited positions and temporary reassignments.
- (5) More senior employees shall not bump less senior employees from positions already held.
- (6) Continuous service shall include all time in the class except for any time spent under suspension from duty or demotion to another class.
- (7) Knowledge and skill, for purposes of determining qualification for transfer, are an employee's overall competency in * * * **the employee's** class and shall include the following factors: knowledge and skill of the duties to be performed in the assignment; ability to work effectively and harmoniously with subordinates, peers and supervisor, the employee's past performance evaluations; attendance records, safety records, and the ability to work with the public.

4. Flexible Staffing:

- a. * * * **For** all flexibly staffed blue collar positions the Non-Competitive Qualifying Examination will no longer be required effective August 16, 1991. As of that date, certification from an employee's department that the employee is satisfactorily performing the full range of duties will allow the employee to flex to the higher position.
- b. The parties have discussed and agreed that Administrative* * * **Orders 2-10** and/or * * * **2-12** may be reissued and/or a * * * **FMC** change may be enacted to * * * **reflect** this Agreement.
- c. Flexible staffing will be in accordance with * * * **the Administrative Orders noted above.** Any contemplated addition or deletion of a flexibly staffed classification shall be discussed with the * * * **Unit**, in a timely manner and prior to such action by the Director of * * * **Personnel Services.**

5. Suspension of Competition:

In the event of the creation of a new position, or in the case of a vacancy in any position meeting the criteria specified below, competitive examination may be suspended by the Director of * * * **Personnel Services.** No such suspension shall be general in its application.

The Director of * * * **Personnel Services** may only suspend competition when requested to do so by the appropriate appointing authority when the suspension of competition would permit promotion between classes in the same class series, or between other classes, in the same department. A promotion may be made at the discretion of the department head when a permanent full-time employee attains the minimum qualifications for the higher level, and in the opinion of the department head the employee is capable of meeting the performance requirements, and is able to carry out the responsibilities required by the job specification. The employee selected for promotion would be determined by the department head after posting the vacancy, and interviewing and considering the performance and qualifications of all lower level employees who have indicated an interest in promoting, and who possess the required minimum qualifications. Along with the request for suspension of competition, the department head must submit a written statement supporting the request.

6. Layoffs:

The department director, with the approval of the City Manager's Office, may reduce the number of employees in the department to address budget concerns or a decrease in the workload, by laying off employees in any job classification

in which * * * **the department director** determines a reduction is necessary. This Section does not apply to temporary layoffs * * * because of inclement weather or lack of work.

a. Layoffs will occur in the following order:

- (1) Temporary Employees
- (2) Provisional Employees
- (3) Probationary Employees
- (4) Permanent Intermittent Employees
- (5) Permanent Part-Time Employees
- (6) Permanent Full-Time Employees

b. Seniority - When the layoff must be of one or more employees in the same job classification, the layoff shall be done by reverse seniority (i.e., last hired, first laid off, within that job classification).

For the purposes of layoff, seniority in job classification is defined as continuous time in service in the job classification. An employee accrues seniority from the time * * * **the employee** is appointed to a position in the job class. In the event of a tie, any unpaid leave of absence, with the exception of an approved leave of absence taken under the Family Rights Act * * * **or Family Medical Leave Act** may be used to break the tie.

c. Transfer and/or Demotion (Bumping)

- (1) An employee subject to layoff shall be transferred to a vacant position in the same job classification in another department if such a vacancy exists. In the event no vacancies in that job classification exist, an employee subject to layoff in one department who has greater seniority than one or more employees in the same job classification in another department shall be transferred to the position held by the least senior employee in such classification, and the least senior employee shall be subject to layoff ("bumped").
- (2) In the event an employee subject to layoff does not qualify for a transfer pursuant to * * * **Subsection c.(1)** above, and the employee has previous service in a lower job classification, and * * * **the employee's** employment by the City has been continuous, the department director shall demote the employee subject to layoff to a position in that lower class. Layoffs that may

become necessary due to demotions or transfers pursuant to this * * * **Subsection c.** shall be governed by the same regulations herein.

- (3) In the event an employee is demoted to a lower classification pursuant to * * * **Subsection c.(2)** above, that employee will be considered to be the most senior employee (i.e., such employee will have super-seniority) in the lower classification. If two or more employees are demoted pursuant to * * * **Subsection c.(2)** above, seniority in the lower classification will be determined by length of service in the higher classification.
- (4) A permanent nonprobationary employee transferred or demoted pursuant to the provisions of * * * **Subsection c.** (except * * * **Subsection c.(5)** below) shall not be required to serve a probationary period in * * * **the employee's** new job classification. A probationary employee transferred or demoted pursuant to FMC Section 2-1671 shall serve the probationary period, subject to the same conditions of probation, as a new employee appointed to the job classification from an eligible list.
- (5) Any employee subject to layoff who does not qualify for a transfer pursuant to * * * **Subsections c.(1) or (2)** above may submit a written request to the Director of * * * **Personnel Services** to be considered for a transfer to any vacant position in a job classification for which the employee meets the minimum qualifications (as determined by the Director of * * * **Personnel Services**), provided that such job classification has an equivalent or lower salary range (i.e., the E step of the pay range is not more than two percent (2%) higher than the E step of the employee's current pay range). The employee may be transferred to the vacant position with the approval of the director of the department where the vacancy exists. Employees transferred under this * * * **Subsection** will be required to serve the probationary period for the new job classification. * * * **FMC Section 2-1642.1** provides that an employee may file a written request for the review of the decision by the Director of * * * **Personnel Services** that the employee does not meet the minimum qualifications of the position to which * * * **the employee** has requested a transfer.

- (6) Employees assigned to another department or division will be subject to the seniority rules of the department/division for purposes of shift, vacation and days on and off.
- d. Reinstatement List - Any employee holding an appointment in a permanent position who, for reasons of economy, lack of work, budget cuts, or departmental reorganization, has been laid off, transferred or demoted from that position, shall be entitled to be placed on a reinstatement list for the job classification from which he or she was laid off, transferred or demoted. In the event two or more employees are laid off, transferred or demoted from the same job classification, their placement on the reinstatement list shall be determined by their comparative seniority within that job classification.
 - (1) As provided in FMC 2-1643 and 2-1645(a)(1), an individual on the reinstatement list shall have priority over candidates on an eligible list for vacancies in the job classification from which *** **the employee** was laid off, transferred or demoted. An individual's name will remain on the reinstatement list for a period of three (3) years following the effective date of the layoff, transfer or demotion.
 - (2) An individual, whose name has remained on a reinstatement list continuously for more than three years without reinstatement, shall no longer have priority over candidates on an eligible list, and shall no longer have any right to reinstatement in any position in the job classification for which the reinstatement list was established. After three (3) years, however, such an individual shall be designated as an "optional appointee" and shall be considered, with candidates on an eligible list, for appointment to a position in the job classification for which the reinstatement list was established. An individual may be considered for appointment as an optional appointee a maximum of four times.
- e. Reinstatement - Upon reinstatement from a reinstatement list, as provided in *** **Subsections d. and (1)** above, an employee shall receive full credit for all *** **the employee's** service with the City as it relates to salary and vacation accrual, and shall be credited with all unused sick leave hours *** **the employee** had at the time of separation from City service.
 - (1) Any employee, who did not complete *** **the** probationary period, and achieve permanent status prior to *** placement on

the reinstatement list, shall serve a full probationary period commencing from the date of the employee's permanent appointment from the reinstatement list.

- (2) Upon reinstatement from a reinstatement list an employee will resume * * * membership in the Fresno Employees' Retirement System, and receive service credit for all * * * City service, provided that the employee was vested in the Retirement System and did not withdraw * * * contributions to the System at the time of the layoff, or repays * * * previous contributions pursuant to FMC Section 2-1826. An employee who elects to not repay * * * previous contributions, or who was not vested in the System at the time of the layoff, shall receive service credit for only that service subsequent to reinstatement for the purposes of retirement benefit calculations.

7. Seniority:

This seniority * * * **Subsection** shall apply to work shift **selection** and vacation scheduling for permanent employees in the absence of clearly established departmental policies, practices, or procedures. This * * * **Subsection** shall not preclude any department from establishing policies, practices, or procedures on seniority as applied to work shift and vacation scheduling. In the absence of a department policy, practice, or procedure, the following shall be used to determine seniority.

- a. Seniority shall be defined as seniority in a class based on an employee's length of continuous service as a permanent employee in * * * **their** present class. Seniority shall not be applied to temporary, provisional or acting status employees.
- b. Continuous service shall include all time in the employee's present class. Continuous service shall not include any time spent under suspension from duty, demotion to another class, or on any leave of absence without pay as defined in FMC Section 1505. A military leave of absence shall not be considered a break in service.

8. * * * In Lieu Suspension for Disciplinary Action:

[§ deleted]

By mutual agreement between the * * * **department director** or designee and the employee, an employee suspended from duty without pay may forfeit

accumulated holiday, * * * **CTO**, and/or vacation credits equal to the number of hours of suspension in lieu of suspension. If the suspension is reduced or reversed at the conclusion of the appeal process, the City shall reinstate the forfeited credits.

The provisions of this * * * **Subsection** shall not be subject to the grievance procedure. * * *

9. Labor-Management Committees (LMC's):

The City and*** **Unit** *** **acknowledge the importance of** the development, * * * implementation, **and maintenance** of * * * **LMC's** in * * * divisions * * * **throughout** the City. **The parties agree to foster and provide guidance for the establishment and ongoing maintenance of LMC's.** The parties **understand and** agree that * * * **LMC's** do not have the authority to "meet and confer" regarding issues that are within the mandatory scope of bargaining. **The Subsections below shall serve as minimum guidelines for LMC's throughout the City.**

a. * * * **LMC's** shall be responsible for determining committee composition. However, LMC's may be composed, at a minimum, of the Assistant Department Director, a representative selected by the Business Agent for Local 39, the division manager, two supervisory/management members, two Unit members, and one member to function as the LMC's secretary/record keeper. LMC's shall meet regularly, but no less than once per month. LMC members shall be given forty-eight (48) hour notice for nonemergency meetings that are not part of the regular/routine LMC meeting schedule.

(1) **LMC's** shall be responsible for establishing, publishing and communicating, including any amendments thereto, LMC procedural, committee composition, and subcommittee guidelines to their division staff. The primary purpose of LMC's is to discuss and evaluate matters and concerns pertinent to the applicable division and/or the division's employees. In addition, * * * **LMC's understand** that safety issues and concerns, including topics for tailgate meetings as well as changes in work rules, will be referred to the **divisional safety committee**.

10. Contracting Out:

*** The City *** **retains the right to** contract out any services *** performed by members of *** **this** Unit. *** The City agrees to notify *** **the Unit** when considering contracting out of services normally performed by members of this Unit which do not directly affect or displace members of the Unit due to growth or expansion. ***

- a. The City shall notify the *** **Unit** of its intent to request proposals for the contracting out of City services when those services are currently being performed by employees of this Unit. This notification will occur *** **thirty (30) business days before the request for** *** proposals is issued. *** **The Unit** agrees that the City needs to be competitive with the private sector. Both parties acknowledge that members of the *** Unit have valuable experience and expertise in the provision of municipal services and in that regard are desirous of including *** **Unit** members in preparing and reviewing service delivery options and cost comparisons in an effort to enhance the City's ability to be competitive with the private sector in all areas to which Unit members are assigned. In the event the award of services to third parties results in the layoff of employees of this Unit, the parties shall meet and confer on the impact of such a decision.

[§§ deleted]

- b. The City agrees that before layoffs become necessary, it will use due diligence to accommodate employees displaced as a result of Council's decision to contract out any of the services enumerated above.
- c. The City shall take all reasonable action to avoid layoff of employees providing the services to be contracted out, which action may include but is not limited to, holding vacant positions in classes to which employees might be transferred, notifying employees subject to layoff of examinations being conducted by the City for placement of employees in positions for which they are qualified and administering noncompetitive, qualifying examinations to employees for positions to which they are eligible to transfer.

11. Classification Matters:

- a. Effective April 16, 1997, all permanent employees occupying positions in the class of *** **Construction Equipment Operator (CEO)** in the Community Sanitation, Sewer and Water Divisions *** **were** reclassified to the Heavy Equipment Operator (HEO) class, and their salaries ***

were y-rated at their existing base salary level. In the event two (2) HEO positions become vacant in the Water Division only, said positions will automatically convert to Water Service Operator II (WSO II) positions.

- b. Length of service for all employees reclassified/retitle * * * **under the expired March 28, 1997, side letter agreement between the City and the Unit, * * * includes** an employee's continuous service in the class held prior to being reclassified/retitle.

12. **Americans with Disabilities Act (ADA), Family Medical Leave Act, California Family Rights Act (CFRA), Occupational Safety and Health Act (OSHA/CalOSHA) and Workplace Violence:**

The requirements mandated by these statutes have been established in City policies (Administrative Order manual and Injury and Illness Prevention Program handbook).

[§ deleted]

M. JURY DUTY AND COURT APPEARANCES

1. **Jury Duty:**

An employee who is assigned to a "night shift" as that term is used in Article VII, Section * * * **E.** of this Agreement, and who is required to attend any court in response to a summons for jury duty or while serving on a jury will be reassigned to an 8:00 a.m. to 5:00 p.m. shift for the required time in jury duty, **and night shift premium pay shall not be discontinued during the period of reassignment.** The employee will maintain * * * **the employee's** usual days off during this time period. All employees shall receive their regular wages or salary during the time they are required to be absent from the duties of their position to attend any court in response to a summons for jury duty or while serving on a jury, but shall pay over to the City any fees, including mileage allowances, received for such attendance or service.

2. **Court Appearances:**

The following rules shall apply to court appearances.

- a. If an employee receives a departmental notice or subpoena requiring a court appearance on the employee's regularly scheduled day off, or on vacation, or on a day off on compensatory time off which has been

approved prior to notice and/or the employee's receipt of a departmental notice of subpoena, the employee shall have the option of:

- (1) standing by at home, when legally permitted, or,
- (2) appearing at the court, with a minimum of three (3) hours pay at one and one-half (1 ½) times the **base** rate of pay. During this three (3) hour period, if the employee is not required to appear in court, * * * **the employee** may, at the option of the department, be required to perform duties as assigned. The employee shall be released from duty when the subpoena or notice is cancelled or the court releases the employee.

b. If an employee receives a departmental notice or subpoena requiring a court appearance on a regular day of work which falls outside of assigned work hours, the employee shall have the option of:

- (1) standing by at home, when legally permitted, or
- (2) appearing at the court, with a minimum of two (2) hours pay, at one and one-half (1 ½) times the rate of pay. During this two (2) hour period, if the employee is not required to appear in court, * * * **the employee** may, at the option of the department, be required to perform duties as assigned.
- (3) If the court appearance starts within one-half (½) hour immediately following assigned work hours, the employee shall receive a one (1) hour minimum. If the court appearance falls during assigned work hours and continues beyond the end of the shift, the employee shall be paid at the applicable hourly rate for the actual time spent in court.

c. The provisions of * * * **Subsections** 1. and 2. above, shall apply to employees who are required to appear in any judicial or administrative proceeding as a witness pursuant to subpoena, court order, or by request of the District Attorney. Section * * * **M.** of this Agreement shall apply to all judicial proceedings (civil, criminal, or administrative) and Civil Service proceedings in which an employee's presence is ordered, directed, or requested by the City because of * * * **the employee's** employment.

- d. Where an employee's appearance extends beyond the applicable two (2) or three (3) hour minimum, the employee shall be paid * * * **the employee's** base hourly rate of pay.
- e. Any employee regularly scheduled to a work schedule other than Monday through Friday may have * * * **their** schedule changed to Monday through Friday until * * * **the employee's** court appearance obligations are completed.

[§ deleted]

N. PARKS, RECREATION AND COMMUNITY SERVICES

An employee * * * **occupying a Non-Supervisory Blue Collar class** in the Parks, Recreation and * * * **Community Services Department** who desires reassignment shall request reassignment on a form provided by the department. Transfer requests may be submitted twice a year. All such forms shall be maintained in the Department office and shall be reviewed when vacancies occur. All employees who have requested transfer to such vacancies and who meet the requirements of the vacancy shall be considered for reassignment. Once reassignment is made the employee must be in the position 18 months before being eligible for another transfer.

1. Work Assignment:

For purposes of this * * * **Section**, reassignment means a geographical change in * * * **work location** (i.e., Woodward, Roeding, etc.). Whenever two or more employees shall possess and exhibit the same degree of knowledge and skills within their class and specific duties performed, as determined by the City, an assignment shall be given to the employee having the greater seniority in the class. In the event the seniority is the same in the class, the assignment shall be given to the employee with the greatest seniority in City service.

2. Definitions:

- a. Seniority in the class means an employee's length of continuous service as a permanent employee in the present class.
- b. Assignment shall mean a geographical work location and specifically excludes provisional appointments, temporary acting assignments in a higher class or appointments to limited positions.
- c. More senior employees shall not bump less senior employees from assignments already held.

- d. Continuous service shall include all time in the class except for any time spent under suspension from duty or demotion to another class.
- e. *** **Determining an assignment shall included, but not be limited to,** * * * an employee's overall competency in * * * **the employee's** class, *** knowledge and skill of the duties to be performed in the assignment, ability to work effectively and harmoniously with subordinates, peers and supervisors, *** past performance evaluations, attendance***, safety * * *, and the ability to work **effectively** with the public.

O. DRIVER'S LICENSE POLICY

Upon request by the City, the * * * **Unit** agrees to meet and confer on a Driver's License Policy. This Opener is solely for the purpose of the development of a policy to address the issue of driver's license requirements and what is to occur in the event an employee loses * * * their license. This Opener does not restrict any existing City rights or practices in handling employees who lose their driving privilege.

[§§ deleted]

P. SPECIAL RULES FOR THE SOLID WASTE MANAGEMENT DIVISION

1. Special Work Week:

Waste Collector Leadworkers and Waste Collector II's work by assigned routes, the actual work upon which varies according to the amounts of waste placed out for collection by the customers, and is not fully subject to work planning. The work includes such collection and varied duties including, but not limited to, the collection of special pickups, skips, disposal of the day's refuse at disposal site, return and check-in at the dispatch office, and participation in any necessary briefing or training sessions. For these reasons, the length of work days during a week is subject to variation, and it can be expected that there will be certain days on which route collections and completion of necessary activities, which are not reasonable and practical to schedule except following the completion of the collections route, are completed in less than eight hours, in which case the Collection Workers shall be excused before the completion of eight hours of work. It is agreed that for each work week, each employee shall be paid for forty hours (less allowance for days on which * * * **the employee** is on a non-pay status, including, but not limited to, appointment other than at the start of the first working day of the week, termination other than at the end of the last working day of the week, leave of absence without pay, or disciplinary suspension).

2. Routes and Quality Control:

Route perimeters shall be structured and restructured at the discretion of the City; however, the City will include*** **division employees** in the deliberations prior to *** **implementing** any changes. Both parties acknowledge that *** **division employees** have valuable experience and expertise in the provision of municipal services, and in that regard are desirous of including *** **employees** in preparing and reviewing service delivery options and cost comparisons in an effort to enhance the City's ability to be competitive with the private sector. Employees affected as a result of route perimeter restructuring shall not have the right to bump other permanently assigned employees. The City shall have the right to take necessary steps to *** **ensure** sound quality control.

3. Vacation Selection:

Selection of vacation shall be on the basis of **date-of-hire** seniority in the *** **Solid Waste Management Division (SWMD)**.

4. Days Off Selection:

Selection of days off *** shall be on the basis of seniority, by class, in the *** **SWMD**.

5. Route Assignment Selection:

The following route assignment selection process applies to employees occupying the classes of Waste Collector II (WC II) and Waste Collector Leadworker (WCL).

- a. **General** - All employees **selecting/bidding** route assignments must be qualified to drive the assigned vehicle. It is the responsibility of all employees to possess and maintain a valid California Driver's License (**CDL**) and Medical Certificate, and to inform SWMD of any change **or incident with the potential for change to the employee's CDL status**. Failure to **possess and maintain** a valid license or certificate shall result in the employee being placed on a leave without pay status, and subject to possible corrective action **up to and including termination for failure to qualify for the position**.

- (1) **"Floaters" are WC II's and/or WCL's who do not have a permanent route. Employees who have selected a**

permanent route assignment shall not function as floaters on their days off.

- (2) **“Helper” assignments occur on two-person routes, and entails one employee functioning in a nondriving capacity.**
- (3) **Overtime is not assigned until employees have completed their regular/normal work schedule (e.g., 8 hour or 10 hour). Overtime assignments shall be made on a first-come, first-served basis. In the event two or more employees are available at the same time, overtime shall be assigned based upon seniority in class. (The 10 o’clock rule is hereby terminated in its entirety. The informal practice of clocking in after 5:00 a.m. [e.g., clocking in at 5:30 a.m.] yet getting compensated beginning at 5:00 a.m. is hereby terminated in its entirety. WC II’s/WCL’s shall be responsible for their time cards, i.e., clocking themselves in and out, and any other informal practice to the contrary is hereby terminated in its entirety.)**

b. **Open Permanent Routes** - Permanent routes are considered open for selection/bidding when new routes are added or vacancies occur (due to **movement to another permanent route, separation from City service, promotion, etc.**).

- (1) **Selection/bidding of open permanent routes shall be on the basis of seniority, by class.**
- (2) **Selection/bidding of helper assignments (i.e., two-person routes) on open permanent routes shall be afforded first to WC II’s on the basis of seniority in class, and then to WCL’s second, on the basis of seniority in class.**
- (3) **Open permanent routes that do not get selected/bid for will be assigned by management to the least senior WC II and/or WCL that is available. Once WC II’s and/or WCL’s are awarded their selection/bid, or are assigned by management they shall not be eligible to select/bid for 18 months for other open permanent routes that may become available.**

- (4) **WC II's and/or WCL's shall not be allowed to select/bid for open permanent routes that conflict with their days off.**

c. **Nonpermanent Routes - Nonpermanent routes occur when a permanently assigned WC II and/or WCL is absent from duty for any reason (e.g., days off, vacation, sick, injury, leave without pay, etc.). There are two types of nonpermanent routes (i.e., short term and long term).**

- (1) **General - The following applications apply to short term and long term selection processes.**

(a) **Whenever an employee, who is functioning in a driving capacity on a permanent basis, is absent from duty for any reason, the employee who is functioning in a permanent helper capacity shall automatically be assigned to drive during the driver's absence.**

(b) **The SWMD may assign employees to specific routes when no other qualified employee is available. If an employee so assigned is pulled from a route the employee selected/bid on and was awarded, then after the assignment is completed the employee will be allowed to go back to the route the employee was pulled from.**

(c) **Employees who are assigned and/or awarded nonpermanent routes shall maintain their own days off; however, during the days off of such employees, * * * only nonpermanent long term routes shall be bid by floaters.**

(d) **Employees must remain on the nonpermanent long-term route until the return of the permanently assigned employee, or until quarterly rebidding occurs on the first working day of January, April, July, and October.**

- (2) **Short Term Routes - This is a nonpermanent route situation of 40 hours or less, and the following assignment selection process applies to floater employees occupying the classes of WC II and/or WCL.**

- (a) **Short term route assignments shall be assigned by management to the least senior WC II and/or WCL.**
- (3) **Long Term Routes - This is a nonpermanent route situation of more than 40 hours, and the following assignment selection process applies to floater employees occupying the classes of WC II and/or WCL.**
 - (a) **Selection/bidding of long term routes shall be on the basis of seniority, by class.**
 - (b) **Selection/bidding of helper assignments on long term routes shall be afforded first to WC II's on the basis of seniority in class, and then to WCL's second, on the basis of seniority in class.**
 - (c) **Long term routes that do not get selected/bid for will be assigned by management to the least senior WC II and/or WCL that is available.**
- 6. These rules may be modified by mutual agreement of the parties during the term of the Agreement.

Q. WASTEWATER MANAGEMENT DIVISION

- 1. Except for permanent employees occupying the classes of Wastewater Treatment Plant Operator-in-Training I/II, seniority shall be defined as seniority in a class based on an employee's length of continuous service as a permanent employee in * * * **the employee's** present class.
 - a. Seniority shall not be applied to temporary, provisional or acting status employees.
 - b. Continuous service shall include all time in the employee's present class. Continuous service shall not include any time spent under suspension from duty, demotion/transfer to another class, or on any leave of absence without pay as defined in applicable sections of the * * * **FMC**. A military leave of absence shall not be considered a break in service.
 - c. In the event seniority is equal, seniority shall be determined based upon the employee's standing on the eligible list for that class as prepared by the Human Resources Division. In the event seniority is equal based on

appointment to a journey level class (e.g., for a flexibly staffed series), seniority shall first be determined based upon the employee's appointment date to the entry level class. In the event the appointment date to the entry level class is also equal, seniority shall be determined by the employee's standing on the eligible list for the entry level class.

- d. It is expressly understood that shift assignments and staffing levels are determined by management, and are subject to change based on varying workload, the addition of authorized staffing, and operational and service needs. Such decisions shall not be appealable or grievable.
2. For permanent employees occupying the classes of Wastewater Treatment Plant Operator-in-Training/I/II, seniority shall be defined as seniority in this class series based on an employee's length of continuous service as a permanent employee in the class series (i.e., date-of-hire in the series).
- a. Seniority shall not be applied to temporary provisional or acting status employees.
 - b. Continuous service shall include all time in the class series. Continuous service shall not include any time spent under suspension from duty, demotion/transfer to another class outside of the series, or on any leave of absence without pay as defined in applicable sections of the * * * **FMC**. A military leave of absence shall not be considered a break in service.
 - c. In the event seniority is equal, seniority shall be determined based upon each employee's standing on the eligible list for initial date-of-hire into the series as prepared by the Human Resources Division.
 - d. It is expressly understood that shift position assignments by classification and staffing levels are determined by management, and are subject to change based on varying workload, the addition or reduction in authorized staffing, and operational and service needs. Management may assign any employee occupying the class of Wastewater Treatment Plant Operator-in-Training I/II to a particular shift or stall, move stalls to different shifts, and change the days off for stalls. In the event management determines fixed shift schedules detrimentally impact operational and service needs, management may discontinue fixed shift schedules with thirty (30) days advance written notice to the * * * **affected** employees, and the Labor Relations Division. The

decision to discontinue fixed shift schedules is not appealable or grievable.

- (1) If management discontinues fixed shift schedules, schedules shall revert to rotation through day, swing and graveyard shifts which were in existence prior to the establishment of fixed schedules.

[§§ deleted]

ARTICLE VIII

FEDERAL DRUG POLICY (FEDERAL OMNIBUS TRANSPORTATION EMPLOYEE TESTING ACT)

[§ deleted]

Policy

1. *** **A policy** *** **which summarizes the federal regulations required by the** *** **Federal Omnibus Transportation Employee Testing Act is** distributed to all affected employees during training and orientation.
2. *** The parties have agreed that the Medical Review Officer (MRO), the *** **SAP** and the rehabilitation treatment program and facilities used for this purpose will be those designated by the respective employees health and welfare trusts and that employees referred to these services as a result of the application of this policy will be tracked separately and the charges billed directly to the City through the *** **Risk/Safety Manager. The Risk/Safety Manager** will be responsible for receiving all information related to the implementation of this policy and directing the applicable disciplinary action in coordination with the Labor Relations Manager.
3. *** **An observer not subject to random testing under this policy, designated by one of the affected labor organizations, will be invited by the Manager of the Risk/Safety Division to be present at the time the random list is generated.**
4. *** **A Substance Dependency Advisory Committee** *** **shall be formed and** meet at the request of any member *** to review the impact, modification or repeal of the Omnibus Transportation Employee Testing Act *** and make recommendations to the City Manager on all matters relevant to the implementation of this policy. Half of the members of said committee shall be appointed by the City and the other half shall be appointed by those recognized employee organizations subject either to the regulations promulgated by the Federal Transit Administration (FTA), or the Federal Highway Administration (FHWA).
5. Any disciplinary action taken by the City as a result of this policy will be subject to the applicable provisions of current MOU's, Administrative *** **Orders**, and *** **FMC** concerning representation and hearing appeals process. Among the factors to be considered in determining the appropriate disciplinary action include the level of the offense, the nature and requirements of the work, length of employment, current job performance, and history of past disciplinary action. Pursuant to the provisions of

FMC-1905 (a)(5), the City reserves the exclusive right to determine the level of disciplinary action, utilizing the following guidelines:

- a. An employee who registers an alcohol breath level between .02 and .039 as a result of a random test will be immediately removed from the safety sensitive position for a period of eight (8) hours (FTA) or twenty-four (24) hours (FHWA) and placed on administrative leave with pay for the duration of the affected scheduled shift. An employee thus removed, may be subject to appropriate disciplinary action up to and including discharge. * * *
- b. An employee who registers an alcohol breath level of .04 or greater, or is determined to have a positive drug test as a result of reasonable suspicion, random selection, or post accident testing, * * * **may** be referred to a * * * **SAP** for evaluation. Any employee permitted to undergo rehabilitation treatment as a condition of continued employment, must complete the treatment modality/program recommended by the SAP prior to resuming a safety sensitive function and participate in any follow-up protocol recommended by the SAP. The period of absence to complete the rehabilitation program will be charged to any available sick leave, vacation, or leave without pay, at the employee's option. It is the employee's responsibility to authorize and direct the SAP/MRO to keep the City informed of the progress of treatment. An employee who fails to inform the City concerning the status of treatment, refuses to undergo recommended treatment, does not complete the recommended program and follow-up protocol, or refuses to return to work after being released from rehabilitation treatment, will be subject to disciplinary action up to and including discharge.
- c. An employee who registers an alcohol breath level of .04 or greater, or is determined to have a positive drug test as a result of random selection testing, may be subject to disciplinary action up to and including discharge. Employees who are members of FPOA will also be subject to the provisions of any applicable Department Standing Order, **policy or procedure**.
- d. An employee who registers an alcohol breath level of .02 or greater, or is determined to have a positive drug test as a result of reasonable cause, post accident testing, mandatory follow-up testing, or refuses to submit to a drug or alcohol test, may be subject to disciplinary action up to and including discharge.

Procedure for Random Testing

1. **The Risk/Safety Manager selects a date and time for testing and requests the designated labor organization observer to attend. The date is usually selected 24 hours prior to the creation of the list of names for actual testing. In order to**

facilitate testing, the Risk/Safety Manager will notify the designated testing facility of the date and time of expected testing so that adequate staffing needs are met.

2. At the appointed time of list creation, the Risk/Safety Manager will request the designated labor organization observer to select a random number between 1-10.
3. Based upon the number selected, the computer will generate lists until that numbered list is reached. That list will be used for testing and all others will be discarded. Both the Risk/Safety Manager and the observer will sign the selected list to verify its authenticity as being the list selected.
4. The Risk/Safety Manager will review the list and identify the physical location of all employees selected.
5. The Risk/Safety Manager contacts those departments/divisions which have effected employees and advises them that they have employees who require drug/alcohol testing.
6. The departments/divisions are responsible for notifying selected employees that they have been chosen for random testing. Only those employees actually on shift or expected to report to work within the ensuing 24-hour period will be required to test. Employees who are absent from the job site at the time of testing will not be required to report for testing. In those cases where an employee is not selected for testing, the next name on the generated list will be considered for testing.
7. Departments/divisions will notify the Risk/Safety Manager of the availability of selected employees. The Risk/Safety Manager will note this information and provide a notation in the file if an employee is bypassed.
8. The Risk/Safety Manager shall maintain a separate file for each date that testing is performed. The file shall contain the original list from which the names were used to identify employees to be tested.
9. The Risk/Safety Manager shall place a copy of the completed drug testing report into each corresponding file for that specific date of testing.
10. Upon receipt of information from the MRO that an employee has tested positive for drugs or alcohol, the Risk/Safety Manager shall advise the employee's

department/divisions that the employee must be precluded from performing in a safety sensitive capacity.

- 11. The Risk/Safety Manager shall contact the SAP and shall advise the employee of a date and time for referral.**
- 12. Upon receipt of the recommendation of the SAP, the Risk/Safety Manager shall confer with the employee and the department/division head for the purpose of incorporating the recommendation of the SAP into a Last Chance Agreement. The purpose of the Last Chance Agreement is to allow the employee to return to work (upon testing negative for drugs and alcohol) with the understanding that the recommendation of the SAP be completed and that any future positive test will result in termination without appeal. Last Chance Agreements do not apply to members of FPOA. As required by federal law, employees who have tested positive and who have returned to work, will still be subject to random selection for testing and will be subject to six additional tests for drugs and alcohol during the subsequent year.**

ARTICLE IX

HEADINGS, SAVING CLAUSE AND FULL UNDERSTANDING

A. HEADINGS

Agreement article, provision, and paragraph headings (includes exhibits, addendums, attachments, agreements and side letters) contained herein are solely for the purpose of convenience, and shall not effect the construction or interpretation of any of the language of this agreement.

B. SAVING CLAUSE

In the event any article, section, or portion of this Agreement should be held invalid and unenforceable in any court of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specified in the court's decision, and upon issuance of such a decision, the City and the * * * **Unit** agree immediately to meet and confer upon a substitute for the invalidated article, section, or portion thereof.

C. FULL UNDERSTANDING

It is intended that this Agreement sets forth the full and entire understanding of the parties, and any previous understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded and terminated in their entirety. With respect to * * * **agreements**, any not attached to this Agreement are hereby terminated in their entirety. * * * **Agreements** attached to this Agreement shall continue in force subject to the terms contained therein, or in the absence of specified terms the * * * **agreements** shall terminate upon the expiration of this Agreement. Any * * * **agreements** entered into during the term of * * * **this** Agreement shall continue in force subject to the terms and conditions set forth in each * * * **agreement**. Further, neither party shall be bound by any promise or assurance that is not explicitly covered in * * * **this** Agreement, or in an * * * **agreement** signed by both parties.

ARTICLE X

TERMINATION

This Agreement shall be in full force and effect from July 1, 2001, to June 30, 2004, subject to the Sections (A., B. and C.) below.

- A. This Agreement shall become effective only after ratification by the members of this *
* * **Unit**, followed by City Council approval and the expiration of the waiting period for the Mayor's action provided in Charter Sections 605 and 609, and shall remain in full force and effect through **June 30, 2004**.
- B. During the life of this Agreement, should either party desire to modify its terms or to meet and confer as to matters within the scope of representation not addressed in this Agreement, such party shall request in writing to meet and confer on the item, which item shall be specified in writing.
- C. During the life of this Agreement, either party may refuse any request to meet and confer without explanation if the item is directly considered and specifically addressed herein, or if the specific item was included in a written proposal from the party making the request during the meet and confer process which led to this Agreement.


IN WITNESS WHEREOF, the parties hereto have set their hands this 13th day of AUGUST, 2002.

FOR THE INTERNATIONAL UNION OF
OPERATING ENGINEERS, STATIONARY
ENGINEERS, LOCAL 39:


JERRY KALMAR
Business Manager


PERRY BONILLA
Business Representative


DANNY AGUIRRE
Traffic Maintenance Leadworker


MATTHEW J. CORDUA
Water System Operator II


FRANK A. GONZALEZ
Heavy Equipment Mechanic Leadworker-
Retired


DAVID A. JOHNSON
Wastewater Treatment Plant
Mechanic II


JOHN McLEESE
Wastewater Treatment Plant
Operator II

FOR THE CITY OF FRESNO:


JORGE C. AGUIÑIGA
Labor Relations Manager


MELINDA CARLTON
Chief Information Officer


KATHERINE BOXER LATIPOW
Assistant Director of Parks, Recreation, and
Community Services Department


BRUCE A. RUDD
Transit General Manager


ROBERT BORUNDA
Solid Waste Supervisor I


LORI M. NAJERA
Senior Human Resources Analyst

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY: Victoria Parks Tuttle
Deputy City Attorney

EXHIBIT I
Non-Supervisory Blue Collar - Unit 1
Salaries - Effective January 1, 2002

STEP	A	B	C	D	E
Airport Maintenance Leadworker	2674	2808	2949	3098	3251
Airports Building Maintenance Technician	2525	2652	2785	2925	3071
Airports Operations Specialist	2425	2547	2674	2808	2949
Automotive Painter	3038	3190	3350	3518	3694
Automotive Parts Leadworker	2618	2750	2888	3033	3185
Automotive Parts Specialist	2374	2493	2618	2750	2888
Body & Fender Repairer	3038	3190	3350	3518	3694
Body & Fender Repairer Leadworker	3350	3518	3694	3879	4074
Body & Fender Repairer Trainee	2497	2623	2755	2893	3038
Brake & Front End Specialist	3350	3518	3694	3879	4074
Bus Air Conditioning Mechanic	3038	3190	3350	3518	3694
Bus Air Conditioning Mechanic Leadworker	3350	3518	3694	3879	4074
Bus Air Conditioning Mechanic Trainee	2497	2623	2755	2893	3038
Bus Equipment Attendant Leadworker	2398	2519	2646	2778	2917
Bus Mechanic I	2497	2623	2755	2893	3038
Bus Mechanic II	3038	3190	3350	3518	3694
Bus Mechanic Leadworker	3350	3518	3694	3879	4074
Combination Welder II	3038	3190	3350	3518	3694
Combination Welder Leadworker	3350	3518	3694	3879	4074
Communications Technician I	3021	3173	3332	3498	3673
Communications Technician II	3332	3498	3673	3858	4051
Convention Center Worker I	1935	2032	2134	2241	2353
Convention Center Worker II	2525	2652	2785	2925	3071
Convention Center Leadworker	2785	2925	3071	3225	3387
Cross Connection Control Technician	2810	2951	3100	3255	3419
Custodian	1866	1951	2047	2138	2237
Electronic Equipment Installer	2431	2553	2681	2815	2957

EXHIBIT I
Non-Supervisory Blue Collar - Unit 1
Salaries - Effective January 1, 2002

STEP	A	B	C	D	E
Equipment Service Worker I	1935	2032	2134	2241	2353
Equipment Service Worker II	2264	2378	2497	2623	2755
Fire Equipment Mechanic I	2497	2623	2755	2893	3038
Fire Equipment Mechanic II	3038	3190	3350	3518	3694
Fire Equipment Mechanic Leadworker	3350	3518	3694	3879	4074
Heavy Equipment Operator	2949	3098	3253	3416	3587
Heavy Equipment Mechanic I	2497	2623	2755	2893	3038
Heavy Equipment Mechanic II	3038	3190	3350	3518	3694
Heavy Equipment Mechanic Leadworker	3350	3518	3694	3879	4074
Helicopter Mechanic	3038	3190	3350	3518	3694
Helicopter Mechanic Leadworker	3350	3518	3694	3879	4074
Instrumentation Specialist	3351	3519	3695	3881	4075
Instrumentation Technician	2967	3115	3272	3436	3608
Irrigation Specialist	2614	2744	2882	3027	3178
Laborer	1964	2055	2149	2247	2353
Light Equipment Mechanic I	2497	2623	2755	2893	3038
Light Equipment Mechanic II	3038	3190	3350	3518	3694
Light Equipment Mechanic Leadworker	3350	3518	3694	3879	4074
Light Equipment Operator	2674	2808	2949	3098	3253
Locksmith	2525	2652	2785	2925	3071
Maintenance & Construction Worker	2425	2547	2674	2808	2949
Maintenance Carpenter I	2779	2918	3065	3218	3380
Maintenance Carpenter II	3065	3218	3380	3550	3728
Maintenance & Service Worker	1796	1886	1981	2081	2186
Mini Bus Operator	1975	2074	2178	2287	2401
Park Equipment Mechanic II	2755	2893	3038	3190	3350
Park Equipment Mechanic Leadworker	3038	3190	3350	3518	3694

EXHIBIT I
Non-Supervisory Blue Collar - Unit 1
Salaries - Effective January 1, 2002

STEP	A	B	C	D	E
Parking Meter Attendant I	2010	2111	2217	2328	2445
Parking Meter Attendant II	2217	2328	2445	2567	2696
Parking Meter Attendant III	2445	2567	2696	2831	2973
Parks Maintenance Worker I	2045	2148	2256	2369	2489
Parks Maintenance Worker II	2369	2489	2614	2744	2882
Parks Maintenance Leadworker	2614	2744	2882	3027	3178
Power Generation Operator/Mechanic	3043	3196	3356	3524	3701
Property Maintenance Worker I	2289	2405	2525	2652	2785
Property Maintenance Worker II	2525	2652	2785	2925	3071
Property Maintenance Leadworker	2785	2925	3071	3225	3387
Roofer	2525	2652	2785	2925	3071
Senior Communications Technician	3673	3858	4051	4254	4468
Senior Custodian	1963	2062	2166	2275	2389
Senior Heavy Equipment Operator	3740	3928	4125	4332	4549
Senior Stage Technician	2785	2925	3071	3225	3387
Senior Waste Container Maintenance Worker	2723	2860	3003	3153	3312
Senior Wastewater Treatment Plant Operator	3414	3585	3765	3954	4151
Senior Water Treatment Operator	2804	2945	3093	3248	3411
Senior Zoo Keeper	2400	2521	2648	2780	2920
Sewer Worker II	2312	2428	2550	2677	2811
Sewer Leadworker	2550	2677	2811	2952	3101
Solid Waste Safety & Training Specialist	2771	2910	3057	3210	3371
Stage Technician	2525	2652	2785	2925	3071
Street Maintenance Leadworker	2674	2808	2949	3098	3253
Street Sweeper Lead Operator	2781	2921	3067	3220	3382
Street Sweeper Operator II	2522	2649	2781	2921	3067
Tire Maintenance & Repair Technician	2450	2572	2701	2837	2979

EXHIBIT I
Non-Supervisory Blue Collar - Unit 1
Salaries - Effective January 1, 2002

STEP	A	B	C	D	E
Tire Maintenance Worker	2243	2355	2474	2598	2729
Traffic Maintenance Worker I	2220	2332	2449	2571	2701
Traffic Maintenance Worker II	2443	2565	2694	2829	2971
Traffic Maintenance Leadworker	2694	2829	2971	3120	3277
Tree Trimmer Leadworker	2808	2949	3098	3253	3416
Upholsterer	2172	2281	2395	2516	2642
Utility Leadworker	2429	2540	2663	2785	2917
Waste Collector II	2169	2278	2392	2513	2638
Waste Collector Leadworker	2513	2638	2771	2910	3057
Waste Container Maintenance Assistant	2135	2242	2354	2472	2597
Waste Container Maintenance Worker	2513	2638	2771	2910	3057
Wastewater Distributor	2159	2268	2382	2501	2627
Wastewater Lead Distributor	2570	2699	2834	2976	3126
Wastewater Treatment Plant Mechanic I	2255	2358	2465	2584	2707
Wastewater Treatment Plant Mechanic II	2839	2981	3131	3287	3452
Wastewater Treatment Plant Lead Mechanic	3043	3196	3356	3524	3701
Wastewater Treatment Plant Operator-In-Training	2159	2268	2382	2501	2627
Wastewater Treatment Plant Operator I	2485	2609	2740	2877	3021
Wastewater Treatment Plant Operator II	2871	3015	3167	3325	3492
Water System Operator I	2429	2551	2678	2812	2954
Water System Operator II	2804	2945	3093	3248	3411
Water System Operator III	3668	3853	4046	4249	4462
Zoo Keeper	2178	2287	2402	2523	2650

EXHIBIT II
Non-Supervisory Blue Collar - Unit 1
Salaries - Effective July 1, 2002

STEP	A	B	C	D	E
Airport Maintenance Leadworker	2755	2893	3038	3191	3349
Airports Building Maintenance Technician	2601	2732	2869	3013	3164
Airports Operations Specialist	2498	2624	2755	2893	3038
Automotive Painter	3130	3286	3451	3624	3805
Automotive Parts Leadworker	2697	2833	2975	3124	3281
Automotive Parts Specialist	2446	2568	2697	2833	2975
Body & Fender Repairer	3130	3286	3451	3624	3805
Body & Fender Repairer Leadworker	3451	3624	3805	3996	4197
Body & Fender Repairer Trainee	2572	2702	2838	2980	3130
Brake & Front End Specialist	3451	3624	3805	3996	4197
Bus Air Conditioning Mechanic	3130	3286	3451	3624	3805
Bus Air Conditioning Mechanic Leadworker	3451	3624	3805	3996	4197
Bus Air Conditioning Mechanic Trainee	2572	2702	2838	2980	3130
Bus Equipment Attendant Leadworker	2470	2595	2726	2862	3005
Bus Mechanic I	2572	2702	2838	2980	3130
Bus Mechanic II	3130	3286	3451	3624	3805
Bus Mechanic Leadworker	3451	3624	3805	3996	4197
Combination Welder II	3130	3286	3451	3624	3805
Combination Welder Leadworker	3451	3624	3805	3996	4197
Communications Technician I	3112	3269	3432	3603	3784
Communications Technician II	3432	3603	3784	3974	4173
Convention Center Worker I	1994	2093	2199	2309	2424
Convention Center Worker II	2601	2732	2869	3013	3164
Convention Center Leadworker	2869	3013	3164	3322	3489
Cross Connection Control Technician	2895	3040	3193	3353	3522
Custodian	1922	2010	2109	2203	2305
Electronic Equipment Installer	2504	2630	2762	2900	3046

EXHIBIT II
Non-Supervisory Blue Collar - Unit 1
Salaries - Effective July 1, 2002

STEP	A	B	C	D	E
Equipment Service Worker I	1994	2093	2199	2309	2424
Equipment Service Worker II	2332	2450	2572	2702	2838
Fire Equipment Mechanic I	2572	2702	2838	2980	3130
Fire Equipment Mechanic II	3130	3286	3451	3624	3805
Fire Equipment Mechanic Leadworker	3451	3624	3805	3996	4197
Heavy Equipment Operator	3038	3191	3351	3519	3695
Heavy Equipment Mechanic I	2572	2702	2838	2980	3130
Heavy Equipment Mechanic II	3130	3286	3451	3624	3805
Heavy Equipment Mechanic Leadworker	3451	3624	3805	3996	4197
Helicopter Mechanic	3130	3286	3451	3624	3805
Helicopter Mechanic Leadworker	3451	3624	3805	3996	4197
Instrumentation Specialist	3452	3625	3806	3998	4198
Instrumentation Technician	3057	3209	3371	3540	3717
Irrigation Specialist	2693	2827	2969	3118	3274
Laborer	2023	2117	2214	2315	2424
Light Equipment Mechanic I	2572	2702	2838	2980	3130
Light Equipment Mechanic II	3130	3286	3451	3624	3805
Light Equipment Mechanic Leadworker	3451	3624	3805	3996	4197
Light Equipment Operator	2755	2893	3038	3191	3351
Locksmith	2601	2732	2869	3013	3164
Maintenance & Construction Worker	2498	2624	2755	2893	3038
Maintenance Carpenter I	2863	3006	3157	3315	3482
Maintenance Carpenter II	3157	3315	3482	3657	3840
Maintenance & Service Worker	1850	1943	2041	2144	2252
Mini Bus Operator	2035	2137	2244	2356	2474
Park Equipment Mechanic II	2838	2980	3130	3286	3451
Park Equipment Mechanic Leadworker	3130	3286	3451	3624	3805

EXHIBIT II
Non-Supervisory Blue Collar - Unit 1
Salaries - Effective July 1, 2002

STEP	A	B	C	D	E
Parking Meter Attendant I	2071	2175	2284	2398	2519
Parking Meter Attendant II	2284	2398	2519	2645	2777
Parking Meter Attendant III	2519	2645	2777	2916	3063
Parks Maintenance Worker I	2107	2213	2324	2441	2564
Parks Maintenance Worker II	2441	2564	2693	2827	2969
Parks Maintenance Leadworker	2693	2827	2969	3118	3274
Power Generation Operator/Mechanic	3135	3292	3457	3630	3813
Property Maintenance Worker I	2358	2478	2601	2732	2869
Property Maintenance Worker II	2601	2732	2869	3013	3164
Property Maintenance Leadworker	2869	3013	3164	3322	3489
Roofer	2601	2732	2869	3013	3164
Senior Communications Technician	3784	3974	4173	4382	4603
Senior Custodian	2022	2124	2231	2344	2461
Senior Heavy Equipment Operator	3853	4046	4249	4462	4686
Senior Stage Technician	2869	3013	3164	3322	3489
Senior Waste Container Maintenance Worker	2805	2946	3094	3248	3412
Senior Wastewater Treatment Plant Operator	3517	3693	3878	4073	4276
Senior Water Treatment Operator	2889	3034	3186	3346	3514
Senior Zoo Keeper	2472	2597	2728	2864	3008
Sewer Worker II	2382	2501	2627	2758	2896
Sewer Leadworker	2627	2758	2896	3041	3195
Solid Waste Safety & Training Specialist	2855	2998	3149	3307	3473
Stage Technician	2601	2732	2869	3013	3164
Street Maintenance Leadworker	2755	2893	3038	3191	3351
Street Sweeper Lead Operator	2865	3009	3160	3317	3484
Street Sweeper Operator II	2598	2729	2865	3009	3160
Tire Maintenance & Repair Technician	2524	2650	2783	2923	3069

EXHIBIT II
Non-Supervisory Blue Collar - Unit 1
Salaries - Effective July 1, 2002

STEP	A	B	C	D	E
Tire Maintenance Worker	2311	2426	2549	2676	2811
Traffic Maintenance Worker I	2287	2402	2523	2649	2783
Traffic Maintenance Worker II	2517	2642	2775	2914	3061
Traffic Maintenance Leadworker	2775	2914	3061	3214	3376
Tree Trimmer Leadworker	2893	3038	3191	3351	3519
Upholsterer	2238	2350	2467	2592	2722
Utility Leadworker	2502	2617	2743	2869	3005
Waste Collector II	2235	2347	2464	2589	2718
Waste Collector Leadworker	2589	2718	2855	2998	3149
Waste Container Maintenance Assistant	2200	2310	2425	2547	2675
Waste Container Maintenance Worker	2589	2718	2855	2998	3149
Wastewater Distributor	2224	2337	2454	2577	2706
Wastewater Lead Distributor	2648	2780	2920	3066	3220
Wastewater Treatment Plant Mechanic I	2323	2429	2539	2662	2789
Wastewater Treatment Plant Mechanic II	2925	3071	3225	3386	3556
Wastewater Treatment Plant Lead Mechanic	3135	3292	3457	3630	3813
Wastewater Treatment Plant Operator-In-Training	2224	2337	2454	2577	2706
Wastewater Treatment Plant Operator I	2560	2688	2823	2964	3112
Wastewater Treatment Plant Operator II	2958	3106	3263	3425	3597
Water System Operator I	2502	2628	2759	2897	3043
Water System Operator II	2889	3034	3186	3346	3514
Water System Operator III	3779	3969	4168	4377	4596
Zoo Keeper	2244	2356	2475	2599	2730

EXHIBIT III
Non-Supervisory Blue Collar - Unit 1
Salaries - Effective July 1, 2003

STEP	A	B	C	D	E
Airport Maintenance Leadworker	2838	2980	3130	3287	3450
Airports Building Maintenance Technician	2680	2814	2956	3104	3259
Airports Operations Specialist	2573	2703	2838	2980	3130
Automotive Painter	3224	3385	3555	3733	3920
Automotive Parts Leadworker	2778	2918	3065	3218	3380
Automotive Parts Specialist	2520	2646	2778	2918	3065
Body & Fender Repairer	3224	3385	3555	3733	3920
Body & Fender Repairer Leadworker	3555	3733	3920	4116	4323
Body & Fender Repairer Trainee	2650	2784	2924	3070	3224
Brake & Front End Specialist	3555	3733	3920	4116	4323
Bus Air Conditioning Mechanic	3224	3385	3555	3733	3920
Bus Air Conditioning Mechanic Leadworker	3555	3733	3920	4116	4323
Bus Air Conditioning Mechanic Trainee	2650	2784	2924	3070	3224
Bus Equipment Attendant Leadworker	2545	2673	2808	2948	3096
Bus Mechanic I	2650	2784	2924	3070	3224
Bus Mechanic II	3224	3385	3555	3733	3920
Bus Mechanic Leadworker	3555	3733	3920	4116	4323
Combination Welder II	3224	3385	3555	3733	3920
Combination Welder Leadworker	3555	3733	3920	4116	4323
Communications Technician I	3206	3368	3535	3712	3898
Communications Technician II	3535	3712	3898	4094	4299
Convention Center Worker I	2054	2156	2265	2379	2497
Convention Center Worker II	2680	2814	2956	3104	3259
Convention Center Leadworker	2956	3104	3259	3422	3594
Cross Connection Control Technician	2982	3132	3289	3454	3628
Custodian	1980	2071	2173	2270	2375
Electronic Equipment Installer	2580	2709	2845	2987	3138

EXHIBIT III
Non-Supervisory Blue Collar - Unit 1
Salaries - Effective July 1, 2003

STEP	A	B	C	D	E
Equipment Service Worker I	2054	2156	2265	2379	2497
Equipment Service Worker II	2402	2524	2650	2784	2924
Fire Equipment Mechanic I	2650	2784	2924	3070	3224
Fire Equipment Mechanic II	3224	3385	3555	3733	3920
Fire Equipment Mechanic Leadworker	3555	3733	3920	4116	4323
Heavy Equipment Operator	3130	3287	3452	3625	3806
Heavy Equipment Mechanic I	2650	2784	2924	3070	3224
Heavy Equipment Mechanic II	3224	3385	3555	3733	3920
Heavy Equipment Mechanic Leadworker	3555	3733	3920	4116	4323
Helicopter Mechanic	3224	3385	3555	3733	3920
Helicopter Mechanic Leadworker	3555	3733	3920	4116	4323
Instrumentation Specialist	3556	3734	3921	4118	4324
Instrumentation Technician	3149	3306	3473	3647	3829
Irrigation Specialist	2774	2912	3059	3212	3373
Laborer	2084	2181	2281	2385	2497
Light Equipment Mechanic I	2650	2784	2924	3070	3224
Light Equipment Mechanic II	3224	3385	3555	3733	3920
Light Equipment Mechanic Leadworker	3555	3733	3920	4116	4323
Light Equipment Operator	2838	2980	3130	3287	3452
Locksmith	2680	2814	2956	3104	3259
Maintenance & Construction Worker	2573	2703	2838	2980	3130
Maintenance Carpenter I	2949	3097	3252	3415	3587
Maintenance Carpenter II	3252	3415	3587	3767	3956
Maintenance & Service Worker	1906	2002	2103	2209	2320
Mini Bus Operator	2097	2202	2312	2427	2549
Park Equipment Mechanic II	2924	3070	3224	3385	3555
Park Equipment Mechanic Leadworker	3224	3385	3555	3733	3920

EXHIBIT III
Non-Supervisory Blue Collar - Unit 1
Salaries - Effective July 1, 2003

STEP	A	B	C	D	E
Parking Meter Attendant I	2134	2241	2353	2470	2595
Parking Meter Attendant II	2353	2470	2595	2725	2861
Parking Meter Attendant III	2595	2725	2861	3004	3155
Parks Maintenance Worker I	2171	2280	2394	2515	2641
Parks Maintenance Worker II	2515	2641	2774	2912	3059
Parks Maintenance Leadworker	2774	2912	3059	3212	3373
Power Generation Operator/Mechanic	3230	3391	3561	3739	3928
Property Maintenance Worker I	2429	2553	2680	2814	2956
Property Maintenance Worker II	2680	2814	2956	3104	3259
Property Maintenance Leadworker	2956	3104	3259	3422	3594
Roofer	2680	2814	2956	3104	3259
Senior Communications Technician	3898	4094	4299	4514	4742
Senior Custodian	2083	2188	2298	2415	2535
Senior Heavy Equipment Operator	3969	4168	4377	4596	4827
Senior Stage Technician	2956	3104	3259	3422	3594
Senior Waste Container Maintenance Worker	2890	3035	3187	3346	3515
Senior Wastewater Treatment Plant Operator	3623	3804	3995	4196	4405
Senior Water Treatment Operator	2976	3126	3282	3447	3620
Senior Zoo Keeper	2547	2675	2810	2950	3099
Sewer Worker II	2454	2577	2706	2841	2983
Sewer Leadworker	2706	2841	2983	3133	3291
Solid Waste Safety & Training Specialist	2941	3088	3244	3407	3578
Stage Technician	2680	2814	2956	3104	3259
Street Maintenance Leadworker	2838	2980	3130	3287	3452
Street Sweeper Lead Operator	2951	3100	3255	3417	3589
Street Sweeper Operator II	2676	2811	2951	3100	3255
Tire Maintenance & Repair Technician	2600	2730	2867	3011	3162

EXHIBIT III
Non-Supervisory Blue Collar - Unit 1
Salaries - Effective July 1, 2003

STEP	A	B	C	D	E
Tire Maintenance Worker	2381	2499	2626	2757	2896
Traffic Maintenance Worker I	2356	2475	2599	2729	2867
Traffic Maintenance Worker II	2593	2722	2859	3002	3153
Traffic Maintenance Leadworker	2859	3002	3153	3311	3478
Tree Trimmer Leadworker	2980	3130	3287	3452	3625
Upholsterer	2306	2421	2542	2670	2804
Utility Leadworker	2578	2696	2826	2956	3096
Waste Collector II	2303	2418	2538	2667	2800
Waste Collector Leadworker	2667	2800	2941	3088	3244
Waste Container Maintenance Assistant	2266	2380	2498	2624	2756
Waste Container Maintenance Worker	2667	2800	2941	3088	3244
Wastewater Distributor	2291	2408	2528	2655	2788
Wastewater Lead Distributor	2728	2864	3008	3158	3317
Wastewater Treatment Plant Mechanic I	2393	2502	2616	2742	2873
Wastewater Treatment Plant Mechanic II	3013	3164	3322	3488	3663
Wastewater Treatment Plant Lead Mechanic	3230	3391	3561	3739	3928
Wastewater Treatment Plant Operator-In-Training	2291	2408	2528	2655	2788
Wastewater Treatment Plant Operator I	2637	2769	2908	3053	3206
Wastewater Treatment Plant Operator II	3047	3200	3361	3528	3705
Water System Operator I	2578	2707	2842	2984	3135
Water System Operator II	2976	3126	3282	3447	3620
Water System Operator III	3893	4089	4294	4509	4734
Zoo Keeper	2312	2427	2550	2677	2812

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Subject: Attendance Policy	Number: 2-19.1
	Date Issued/Revised:
Responsible Department: DAS—Human Resources	Approved:

Purpose

To establish a Citywide attendance policy.

Policy and Procedures

This policy is to be construed on a rolling 12-month period following the effective date. A primary requirement for continued employment is regular attendance. While the City recognizes some absences may be unavoidable, City departments and the employees have an obligation to the public which demands regular and prompt attendance.

Although it is recognized that excessive absenteeism is a proper reason for corrective/disciplinary action, up to and including termination of employment, it is the policy of the City to identify problem areas by keeping proper records, exploring avenues of available assistance, and encouraging compliance with attendance standards.

This attendance policy was developed to establish uniform guidelines to further efforts to provide service to the public, and is designed to be a no-fault program. The pervasive problems stemming from inordinate absences are the focus of this policy, not the nature of the absences.

Authorized leaves and statutorily protected leaves (e.g., Family and Medical Leave Act, California Family Rights Act, Military leave, jury duty and subpoenas and court appearances, bereavement leave, vacation leave, FMC leave of absences, suspension, union business, etc.) are outside the scope of this attendance policy.

In the event of a serious illness or injury to the employee requiring the employee's absence during a future period of time, or a serious illness or injury to the employee's spouse, dependent minor children, or parents requiring the employee's absence during a future period of time, the applicable City department, the

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employee and applicable recognized bargaining unit may agree to a plan for the employee's absence(s) over a specified period of time. If such plan is agreed upon, absences under such plan shall not be subject to this policy.

DEFINITIONS AND RULES - SECTION I:

1. Excluding the authorized and statutorily protected leaves discussed above, an absence or absenteeism is defined as any failure to show up for or remain at work as scheduled regardless of the reason. Any employee who fails to show up for work, or remain at work as scheduled, will be charged with an incident of absence under this policy.
 - (a) Approved leaves (i.e., scheduled leave time prearranged, approved, and authorized shall not be considered an incident.
 - (b) A day or days of continuous absence due to illness shall be considered one incident.
 - (c) Employees who are absent for an indefinite period due to illness must keep their supervisor informed as to the status of their absence, including specifying any tentative return date if requested by their supervisor or designee. An employee on extended leave for any reason may be contacted by the applicable City department to schedule a return-to-work evaluation before returning to work.
2. Employees who call in advance to give notice they will be late, and report to work within one hour will be charged with a tardy. However, failure to report to work within one (1) hour after their scheduled start time will result in the issuance of a second tardy. Two (2) tardies in any rolling 12-month period shall be equal to one (1) incident.
3. The City reserves the right to require an employee to report to work for the balance of the day on which tardiness occurs. Failure by the employee to report to or remain at work for the balance of the day as directed by a supervisor may be cause for disciplinary action.
4. Any employee who does not report to work in person or by telephone will be considered absent without leave, and subject to disciplinary action as provided in the applicable provisions of the Fresno Municipal Code, as the same may be amended from time to time.

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DISCIPLINE LEVELS - SECTION II:

1. Excessive absenteeism by an employee shall subject said employee(s) to disciplinary action. Excessive absenteeism for purposes of this policy shall be defined as four (4) or more occurrences (i.e., incident) of absence within any consecutive 12-month period beginning with the effective date of this policy. The 12-month period referred to in this policy shall mean a "rolling" 12-month period.
2. The disciplinary levels under this policy are noted in the table below.

Incident	Level	Level for Non-Supervisory Blue Collar - Unit 1
4th	Verbal Warning	Verbal Warning
5th	Letter of Understanding	Letter of Understanding
6th	Written Reprimand	Written Reprimand
7th	\$100 Fine	2 Working Days Suspension
8th	\$300 Fine & 6 month prohibition on working overtime, if nonexempt, unless overtime is management directed	5 Working Days Suspension
9th	10 Working Days Suspension	10 Working Days Suspension
10th	Termination	Termination

The City reserves the right to deviate from this table of progressive disciplinary levels under mitigating circumstances. An example of a mitigating circumstance is a case where an employee with an otherwise exemplary prior history of good attendance [three (3) to five (5) years] experiences an unexpected problem which causes inordinate temporary absenteeism, or whenever there is a pattern of abuse of time off.

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3. For every 90 calendar day period, an employee who has perfect attendance shall have his or her number of incidents reduced by one (1). The incident to be removed shall be the oldest in the rolling 12-month review period.